City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, July 8, 2024 - 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 Joint Workshop between the City Commission and Charter Review Committee held on May 20, 2024. 7 - 10
5-20-24 Joint Workshop between the City Commission and Charter Review Committee Draft Minutes

* 1.B. Approve minutes of the Regular City Commission meeting held on May 28, 2024. 11 - 18
5-28-24 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (July - Sept. 2024) 19 - 22
90-Day Calendar (July - Sept. 2024)

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COMMISSION AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY. SUPPORTING DOCUMENTATION AND STAFF RECOMMENDATIONS HAVE BEEN PREVIOUSLY SUBMITTED TO THE CITY COMMISSION ON THESE ITEMS.

6.A. Award Bid 2324-07 in the amount of $199,773.75 to United Land Services and 23 - 31

authorize the City Manager to execute the contract.
Sherman Creek Ditch Cleaning

6.B. Award engineering services contract in the amount of $84,884 to Kimley-Horn and Associates, Inc. for the project scope listed in RFQ 2024-03. 33 - 40
Cavalla Road Lift Station

7. COMMITTEE REPORTS

7.A. Environmental Stewardship Committee (ESC)

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 24-33** 41 - 71
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO THE 2024 JUSTICE ASSISTANCE GRANT DIRECT PROGRAM; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO APPLY FOR AND MANAGE THE GRANT PROCESS; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY 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. 24-33

* 8.B. **RESOLUTION NO. 24-34** 73 - 80
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND CITY OF JACKSONVILLE FOR THE COORDINATION AND PROVISION OF FIRE AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 24-34

* 8.C. **RESOLUTION NO. 24-35** 81 - 83
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO THE 2024 JUSTICE ASSISTANCE GRANT COUNTYWIDE PROGRAM; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO APPLY FOR AND MANAGE THE GRANT PROCESS; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY 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. 24-35

9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 33-24-25, Public Hearing and Final Reading** 85 - 88
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 6 – POWERS; SUBMITTING THE AMENDMENT TO THE

CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-25

9.B. **ORDINANCE NO. 33-24-26, Public Hearing and Final Reading** 89 - 93
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 9 – POWERS; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-26

9.C. **ORDINANCE NO. 33-24-27, Public Hearing and Final Reading** 95 - 98
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE IV, THE CITY CLERK, SEC. 28 – APPOINTMENT; DUTIES; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-27

9.D. **ORDINANCE NO. 33-24-28, Public Hearing and Final Reading** 99 - 103
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 9 – POWERS; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-28

9.E. **ORDINANCE NO. 33-24-29, Public Hearing and Final Reading** 105 - 111
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 12 – VACANCIES IN THE CITY COMMISSION, SEC. 14 – INDUCTION OF CITY COMMISSION INTO OFFICE; MEETINGS OF THE CITY COMMISSION, ARTICLE IX, ELECTIONS, SEC. 39 – NOMINATIONS, SEC. 40 – ELECTIONS: PRIMARY AND SEC. 41 – ELECTIONS: GENERAL; SUBMITTING THE AMENDMENTS TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENTS ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-29

9.F. **ORDINANCE NO. 33-24-30, Public Hearing and Final Reading** 113 - 116
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE XVIII, WHEN ACT TAKES EFFECT AND PERIODIC REVIEW, SEC. 81 – PERIODIC REVIEW; SUBMITTING THE AMENDMENTS TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENTS ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 33-24-30

10. MISCELLANEOUS BUSINESS

10.A. **Public Hearing - APP 24-0001 - Appeal of the Community Development Board (CDB) - Decision for ZVAR 24-0005 (1743 Seminole Road)**
Request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road.

10.A1. City Attorney Procedural Reminders 117 - 120
Appeal Procedures

10.A2. Disclosure of Ex Parte Communications, if any

10.A3. Swearing in of all persons who will speak

10.A4. City Staff Overview 121 - 169
APP24-0001

10.A5. Applicant Presentation

10.A6. Public Comments

10.A7. Closing Comments/Rebuttal

10.A8. Commission Deliberation and Action

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, visit www.coab.us/live.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made,

which record shall include the testimony and evidence upon which the appeal is to be based.

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

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

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

MINUTES
Joint Workshop between the City Commission and Charter Review Committee
Monday, May 20, 2024 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)
William "Bill" Gulliford, Chair
Suzanne Shaughnessy, Vice Chair
Jennifer Lagner, Secretary
Bruce Andrews, Member
Charles "Chip" Drysdale, Member
Ellen Golombek, Member
Kirk Hansen, Member
Mitchell Reeves,
Dawn Scott, Member
Donald Young, Member

Absent:
Debbie Buckland, Member
Kelly Elmore, Member
Steve Swann, Member

Also Present:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)

CALL TO ORDER AND ROLL CALL
Mayor Ford called the meeting to order at 6:03 PM.

Chairman Gulliford expressed that it has been an honor to chair the Charter Review Committee (CRC).

Mayor Ford explained the process for the joint meeting.

1. PUBLIC COMMENT

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Mayor Ford explained the process for public comment. CC Bartle called each speaker to the podium.

Michael Hoffmann expressed words of gratitude to the CRC.

Carolyn Zisser spoke about the proposed Charter amendments as detailed in the agenda packet.

Mark Gabrynowicz expressed that he is not in support of expanding the size of the Commission.

Jackie Beckenbach thanked everyone for their public service and expressed opinions on the proposed Charter amendments.

Brinkley Harrell spoke about the proposed Charter amendments.

2. DISCUSSION ON PROPOSED AMENDMENTS

Chairman Gulliford gave an overview of the proposed Charter amendments.

Mayor Ford opened the floor for group discussion of each recommendation as detailed and numbered in the agenda packet.

Proposal #1

Mayor Ford expressed that this recommendation is a good idea for the future and expressed that he supports it. Commissioner Bole inquired about the cost of having more than one election. Mayor Ford and Chairman Gulliford explained that cost would not be affected, taking into consideration City of Jacksonville's election cycle. Member Reeves explained the historical background of elections. Commissioner Kelly and Commissioner Waters added to Mr. Reeves' comments. Chairman Gulliford expressed that it is a challenge to try and remedy voter turnouts for different types of elections.

Proposal #2

Mr. Reeves explained the potential effects of this proposed change. Commissioner Bole expressed that he is not in support of this recommendation. Commissioner Ring expressed that she agrees with Commissioner Bole and spoke about election data that she obtained from the Duval County Supervisor of Elections. She asked how this recommendation became the number two priority. Chairman Gulliford explained that the recommendation was a unanimous vote amongst the CRC and that pros and cons of this recommendation were thoroughly discussed. Mayor Ford asked if any of the committee members were absent when this vote was made. It was mentioned that not all members of the CRC were present during the meeting in which the vote was taken. Member Andrews mentioned that he did not attend this meeting and expressed that he is not in support of this recommendation. Chairman Gulliford explained that all except for two members of the Committee voted/ranked to have this recommendation as a priority. Vice Chair Shaughnessy provided brief historical background and explained how this recommendation came about. Member Golombek clarified that there was a majority of the Committee that provided a ranking of the recommendations, all but two. She expressed that she would've voted against this issue. Member Hansen expressed that he is not in support of this

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recommendation, but he is however, in support of placing this on a ballot to allow citizens the opportunity to decide. Mayor Ford reiterated that he is not in support of this recommendation but, respects those who would like it to be placed on the ballot.

Proposal #3
Commissioner Waters asked if this has ever been done. Chairman Gulliford expressed that the City previously purchased Tide Views for potential use as a park. He expressed that the committee's idea was to not allow parkland to be sold without the voice of the electorate. Member Andrews expressed that parks are an important aspect of the City.

Proposal #4
Chairman Gulliford briefly explained that this recommendation is a cleanup.

Proposal #5
Chairman Gulliford expressed that this is not a recommendation but more of a suggestion from previous discussions. Commissioner Bole opined that there should be a policy in place. Commissioner Ring agreed with Commissioner Bole's suggestions.

Proposal #6
Chairman Gulliford read this recommendation, there was no discussion.

Proposals #7 and #8
Chairman Gulliford explained that this recommendation consists of two proposals. Member Andrews briefly explained how the proposals came about. Vice Chair Shaughnessy cautioned whether committees should be mentioned in the Charter. Member Reeves shared the same concerns as Vice Chair Shaughnessy and emphasized tying up the hands of future Commissions. Commissioner Kelly emphasized the importance of resiliency. Member Andrews clarified that a part of the recommendation is not to add a committee but rather to add a sentence that will showcase the importance of protecting the environment. Mayor Ford expressed that the environmental importance can be placed into a mission statement. Vice Chair Shaughnessy advised that the environment piece can go into the comprehensive plan and CA Gabriel explained that it is a policy decision on where to place this recommendation.

Proposal #9
CC Bartle explained that this recommendation is reflective of the duties the City Clerk currently performs.

Proposal #10
Chairman Gulliford briefly explained this recommendation as detailed in the agenda packet.

Proposal #11
Chairman Gulliford explained this proposal as detailed in the agenda packet. Mayor Ford expressed that he is willing to discuss Commission pay and that he would bring it up at a Commission meeting. Member Scott shared that the Florida League of Cities provides resources regarding Commission salaries.

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Addendum proposals #1, #2 and #3 were discussed as detailed in the agenda packet.

Vice Chair Shaughnessy inquired about when the committee would be released from their duties. CA Gabriel referenced the Charter, that once the report is accepted, rejected or amended by the Commission, the committee is released from their duties.

Mr. Reeves suggested that the recommendations be cleaned up and tied together.

Mayor Ford provided a recap of the proposals that will be moved forward to bring back as part of a resolution. Proposal numbers 1-4, 5, 9 and, addendum proposals numbers 1 and 2 will be brought back as a part of a resolution.

3. NEXT STEPS

CA Gabriel clarified that the committee made charter recommendations and policy changes, the charter review changes will be placed into a resolution, then placed into an ordinance, and turned into ballot language. Mayor Ford requested that there are two opportunities for public comment on the ordinance. Commissioner Ring asked additional clarifying questions. Discussion ensued regarding taking the census into consideration.

There was a ***CONSENSUS*** from the Commission to direct the CM to develop a redistricting ordinance.

MOTION: Accept the Charter Review Committee Report and to end the Committee.

Motion: Bruce Bole
Second: Michael Waters

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

Motion passed 5 to 0.

ADJOURNMENT

The meeting adjourned at 7:49 PM.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved: _____

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MINUTES
Regular City Commission Meeting
Tuesday, May 28, 2024 - 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. CC Bartle called the roll.

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Victor Gualillo, Police Chief (PC)
Amanda Askew, Planning & Community Development Dir. (PCDD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Town Hall meeting held on January 20, 2024.

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 May 13, 2024.

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

2. COURTESY OF FLOOR TO VISITORS

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

PUBLIC COMMENT

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CC Bartle called each speaker to the podium.

Ellen Glasser spoke in support of Atlantic Beach Elementary (ABE) School and expressed opinions on the Charter Review Committee (CRC) recommendations.

Sarah Boren provided suggestions for the CRC recommendations.

Carol Schwarz spoke about the CRC recommendations.

Lisa Herrold thanked the CRC and spoke about the proposed recommendations.

Susanne Barker spoke about the CRC recommendations.

Gretchen Deters-Murray provided recommendations to the CRC proposed recommendations.

Elizabeth Rozas spoke about her work at the University of North Florida regarding environmental stewardship.

Dan Giovanucci spoke about the importance of the environment being included in the Charter revisions.

Nancy Staats spoke about the importance of the tree canopy, resiliency, and the proposed Charter amendments.

Did not wish to speak:
Nathan Patrick Hale Jr. is in support of agenda item 8B.
Amy Palmer is in support of agenda item 8B.
Melissa Melba is in support of agenda item 8B.

Spoke:
Jackie Beckenbach spoke in support of environmental stewardship being a part of the Charter amendments.

3. CITY MANAGER REPORTS

3.A. 90-Day Calendar (June-Aug. 2024)

CM Killingsworth reported as detailed in the agenda packet. He spoke about a tentatively scheduled joint Commission and Community Development Board (CDB) workshop for June 17, 2024. He spoke about Resolution No. 13-08 as it pertains to the scheduling of Town Hall meetings. The Commission agreed to schedule the July Town Hall for July 27, 2024. CM Killingsworth encouraged the Commission to begin thinking about dates for budget workshops.

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

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4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Expressed that the Memorial Day service went well.
- He spoke about the importance of hurricane preparedness and inquired about the status of the lifeguard station. PC Gualillo provided a brief update to the Commission.

Commissioner Kelly

- Reminded everyone that the school year is almost over and encouraged everyone to remain aware of kids playing in neighborhoods.
- She asked about the status of the beach renourishment. Mayor Ford responded that the renourishment was paused but is back operating.

Commissioner Ring

- Asked about the status of the splash pad. CM Killingsworth responded that it is being inspected and tested and is expected to be open the first week of June. She inquired about the status of the Almost Home property. CM Killingsworth responded that the final walkthrough is scheduled for this week, final paperwork has just bene received, and it is scheduled to close on Thursday.

Commissioner Waters

- Expressed his thanks and gratitude for the Memorial Day service. He spoke about the emotions surrounding the possible closing of ABE.

Mayor Ford

- Thanked Commissioner Ring for her speech regarding the possible closing of ABE.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 24-24

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF A $200,000 US DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION OFFICE OF SAFETY FOR A SAFE STREETS AND ROADS FOR ALL GRANT AND $50,000 CITY FUNDS TO KIMLEY-HORN TO CREATE A VISION ZERO ACTION PLAN; 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.

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Item was tabled to after Ordinance No. 20-24-173.

8.B. RESOLUTION NO. 24-28
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE FINAL REPORT OF THE CHARTER REVIEW COMMITTEE AND DIRECTING STAFF TO DRAFT AN ORDINANCE FOR CITY COMMISSION CONSIDERATION MOVING THE CHARTER AMENDMENT PROCESS FORWARD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

Mayor Ford explained the process for placing recommendations, as numbered in the resolution, into an ordinance.

Commissioner Bole spoke about the reasoning behind the current charter wording.

Mayor Ford suggested discussing specific topics leading to simple administrative changes. He addressed the proposed amendments as follows:
#4 – CA Gabriel explained the proposed changes regarding this item.
#7 – Mayor Ford stated this change is for clarification purposes.
#8 – CA Gabriel explained the proposed changes regarding this item.

CC Bartle offered clarification on the election certification process. A conversation ensued regarding proposed amendment #4. The Commission agreed to keep the proposed changes as is.

#3 - A conversation ensued regarding the suggested edits to the wording. The Commission agreed to leave the suggested edits.

#1 - Mayor Ford agreed with the suggested edits. Commissioner Waters expressed concerns about the proposed wording and preferred that no edits be made. Commissioner Bole asked about the cost of previous primary elections. CA Gabriel mentioned he could check the cost with the Supervisor of Elections. A conversation ensued regarding the process of a primary election. Mayor Ford expressed that he has heard the comments and that he would like to leave the proposed amendment as is and continue discussion at the next Commission meeting.

#2 – Commissioner Bole explained why he does not support this item. Commissioner Ring provided a summary of 2022 voting data she received from the Supervisor of Elections. She expressed that she is not in support of this proposed amendment. Commissioner Waters expressed that he is not in support of this proposed amendment. Mayor Ford expressed that he is not in support of this proposed amendment. There was a CONSENSUS to remove this proposed amendment from the recommendation to City staff (to not move this recommendation forward).
#6 - Commissioner Bole asked for clarification regarding the suggested edits and CA Gabriel explained the proposed changes and that it is a policy call when deciding on

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where to place this recommendation. Commissioner Ring asked about previously added priorities. CM Killingsworth clarified the priorities and stated that the proposed changes would solidify the Commission's authority. Commissioner Ring suggested the proposed changes be put on the ballot for the citizens to vote on. Mayor Ford expressed that he is not completely certain of this recommendation and advised postponing this topic to the next meeting for further discussion.

#5 – The Commission agreed to include this item in an ordinance.

Mayor Ford summarized the discussion by stating everything would be included in an ordinance, except proposal #2 and #8.

CM Killingsworth suggested keeping each item separate when placed on the referendum. The Commission agreed to keep the items separate.

MOTION: Approve Resolution (No.) 24-28, striking #2, #8, and amending section one to read City Commission hereby accepts the final report of the Charter Review Committee effective May 20, 2024.

Motion: Bruce Bole
Second: Candace Kelly

CC Bartle discussed proposed amendment #4, she explained that Section 5 is not what would be changed and that the changed Sections would be 14, 40, and 41. She recommended that anywhere that it's stated "the second Monday in November" be changed to the second Monday in December. A conversation ensued regarding the wording of the item.

Motion passed unanimously 5 to 0.

MOTION: Amended Motion: Approve Resolution (No.) 24-28, striking #2, #8, and amending section one to read City Commission hereby accepts the final report of the Charter Review Committee effective May 20, 2024. Adding language to proposed amendment #4 to read "the first regular scheduled meeting in December or the certification of election results, whichever is latter."

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

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9. ACTION ON ORDINANCES

9.A. ORDINANCE NO. 20-24-173, Public Hearing and Final Reading
AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened, there were no speakers, the public hearing was closed.

Mayor Ford read the title of the ordinance.

MOTION: Approve Ordinance No. 20-24-173.

Motion: Jessica Ring
Second: Michael Waters

Commissioner Bole asked if this changed anything regarding the budget. CM Killingsworth explained the appropriations.

Commissioner Kelly asked how the City qualified for this grant. PCDD Askew explained the history and the requirements of the grant applied for and awarded.

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

Motion passed 5 to 0.

8.A. RESOLUTION NO. 24-24
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF A $200,000 US DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION OFFICE OF SAFETY FOR A SAFE STREETS AND ROADS FOR ALL GRANT AND $50,000 CITY FUNDS TO KIMLEY-HORN TO CREATE A VISION ZERO ACTION PLAN; 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, again.

MOTION: Adopt Resolution No. 24-24.

Motion: Michael Waters

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Second: Candace Kelly

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

Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

None.

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Ring

- Asked about the status of the removed proposed Charter amendments and when future discussions would be held about them. CM Killingsworth mentioned the Commission directed him to create ordinances to implement those specific items to be brought before the Commission for consideration. Discussion ensued regarding policy changes. There was a ***CONSENSUS*** to hold these discussions during regular meetings regarding these changes.

Commissioner Bole

- Mentioned that pulling proposed charter amendment #2 was one of the most important things the Commission has done for the City.

Commissioner Kelly

- Inquired about a closing date for the community survey. DCM Hogencamp mentioned that it would close Friday, May 31, 2024. Mayor Ford asked when the Commission would receive a report on the results. CM Killingsworth responded that the results would be given to the Commission as soon as they were available.

CM Killingsworth

- Asked the Commission for a date to schedule a joint workshop with the CDB. CM Killingsworth expressed that he would discuss alternative date options with the other meeting participants.

13. ADJOURNMENT

The meeting adjourned at 8:25 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the City Commission

SUBMITTED BY: Adrianna Walsh, Executive Assistant to the City Manager

TODAY'S DATE: June 26, 2024

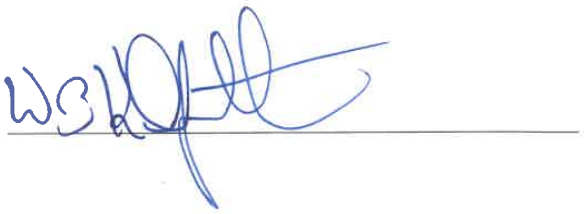
MEETING DATE: July 8, 2024

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 is routinely revised based on input from City staff and the Commission, and is included in each agenda for consideration by consensus.

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for July-September 2024 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (July-September 2024)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

July 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4 Fourth of July Holiday City Offices Closed	5	6
7 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Bull Park)	8 Budget Workshop 5:30 pm City Commission 6:30 pm (Invoc-Waters)	9 Arts, Recreation, Culture Committee 6 pm	10 ESC Tree Subcmte. 5:15 pm Environmental Stewardship Committee 6 pm	11 Code Enforcement Special Magistrate Meeting 2 pm	12	13
14 Farmers Market 10 am-2 pm (Russell Park)	15	16 Community Development Board 6 pm	17 Environmental Stewardship Outreach Subcmte. 4:45 pm	18 Artist Reception 5-8 pm (Adele Grage)	19	20
21 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	22 Budget Workshop 5:30 pm City Commission 6:30 pm (Invoc-Kelly)	23	24	25 ESC Sustainability Subcmte. 9 a.m.	26	27 Town Hall 10 am (Commission Chamber)
28 Farmers Market 10 am-2 pm (Russell Park)	29	30				

CITY COMMISSION

August 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Adele Grage)	5	6	7	8 Pension Boards 6:30 pm	9	10
11 Farmers Market 10 am-2 pm (Russell Park)	12 Budget Workshop 5:30 pm City Commission 6:30 pm (Invoc-Ring)	13 Arts, Recreation, Culture Committee 6 pm	14 ESC Tree Subcmte. 5:15 pm Environmental Stewardship 6 pm	15 Artist Reception 5-8 pm (Adele Grage)	16	17
18 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	19	20	21 Community Development Board 6 pm	22 ESC Sustainability and Resiliency Subcommittee 9 am	23	24 Summer Beach Movie in the Park Sunset (Johansen)
25 Farmers Market 10 am-2 pm (Russell Park)	26 City Commission 6:30 pm (Invoc-Ford)	27	28 ESC Outreach Subcommittee 4:45 pm	29	30 Arts, Recreation, Culture Committee Grant Presentations 9 am	31

CITY COMMISSION

September 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Bull Park)	2 Labor Day Holiday City Offices Closed	3	4	5 Code Enforcement Special Magistrate Meeting 2 pm	6	7
8 Farmers Market 10 am-2 pm (Russell Park)	9 City Commission 6:30 pm (Invoc- Bole)	10 Arts, Recreation, Culture Committee 6 pm	11 ESC Tree Subcmte. 5:15 pm Environmental Stewardship Committee 6 pm	12	13	14
15 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18 Environmental Stewardship Outreach Subcmte. 4:45 pm	19 Artist Reception 5-8 pm (Adele Grage)	20	21
22 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	23 City Commission 6:30 pm (Invoc- Waters)	24	25	26 ESC Sustainability Subcmte. 9 am	27	28 Fall Festival 10 am (Gail Baker)
29 Farmers Market 10 am-2 pm (Russell Park)	30					

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Award Bid 2324-07 Sherman Creek Ditch Cleaning

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: June 18, 2024

MEETING DATE: July 8, 2024

BACKGROUND: The purpose of this project is to remove accumulated debris and excessive vegetation impeding drainage in Sherman Creek drainage ditch between the Fleet Landing entrance on Mayport Road and the outfall of the drainage ditch to Puckett Creek. Stormwater runoff from a large portion of the City, including Saltaire, the core city area and Beaches Town Center are dependent on this drainage system.

The request for bids for this project included lump sum pricing for removing debris and excessive vegetation in the drainage ditch from Fleet Landing to Mayport Road (Item 1) and a unit pricing per 100 linear feet from up to 3,200 linear feet from Mayport Road to the outfall at Puckett Creek (Item 2). The request for bids also specified pricing options for either the contractor or the City to haul and dispose of vegetation and debris removed from the drainage ditch.

On April 17, 2024, two bids were received and opened for Bid 2324-07 Sherman Creek Ditch Cleaning. The bids ranged from $98,290 to $120,175 for Item 1, and from $4,681 to $13,464 per 100 linear feet for Item 2. After considering all options, United Land Services was selected for this project as the bidder with the lowest overall combination of costs with a bid price of $120,175 for Item 1 and $4,915 per 100 linear feet for Item 2 with United Land Services responsible for hauling and disposal of all debris and vegetation. City Staff identified 1,250 linear feet of drainage ditch under Item 2 that are critical for cleaning and negotiated a price with United Land Services of $61,438 for this portion of the project. The total contract price is $199,773.75 including 10% contingency to account for any unexpected site conditions.

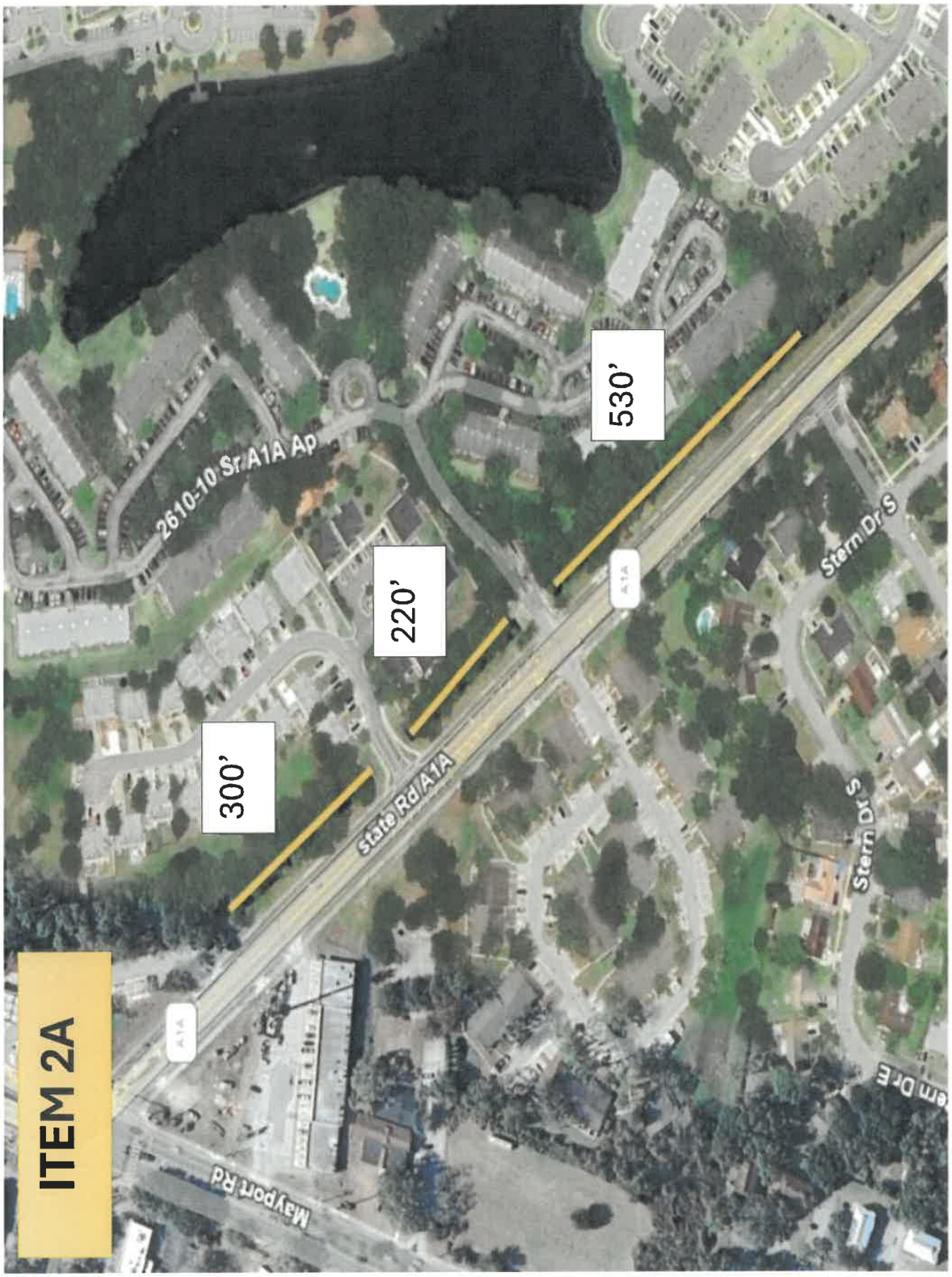
BUDGET: The project will be fully funded from $200,000.00 currently budgeted in Stormwater Utility Fund Account 470-0000-538-63.00, project number PW2365 "Sherman Creek Drainage."

RECOMMENDATION: Award Bid 2324-07 in the amount of $199,773.75 to United Land Services and authorize the City Manager to execute the contract.

ATTACHMENTS: Bid 2324-07 Sherman Creek Ditch Cleaning Map
Bid 2324-07 Sherman Creek Ditch Cleaning Bid Tabulation

REVIEWED BY CITY MANAGER:


ITEM 1A
730'
Fleet Landing Blvd
Orbit Dr
Fleet Landing Blvd W
Mayport Rd
Mayport Rd
791-1 Assisi Ap
Assisi Ln


ITEM 2A
300'
220'
530'
2610-10 Sr A1A Ap
State Rd A1A
Stern Dr S
Stern Dr S
Maryport Rd
A1A
A1A


ITEM 2A
100’
100’
Beach Preserve Wy
A1A
A1A
Stern Dr S

City of Atlantic Beach

Sherman Creek Ditch Cleaning

April 17, 2024

BID 2324-07 **3:00 PM**

Required Documents	Jax Utilities	United Land Services
Submission in Duplicate - All Documents	X	X
Document Requirements Checklist	X	X
Bid Form a & b	X	X
Insurance Certificate	X	X
References - Three (3)	X	X
Business Tax Receipt	X	X
Experience - 5 Years	X	X
Financials - 2 Years	UPON REQUEST	X
Contractor Certification and Addendum Acknowledgment	X - did not acknowledge Addendum 1 & 2	X - did not acknowledge Addendum 1 & 2
Bid Bond	X	X
New Vendor Information	NO	X
W-9 Form	X	X
Anti-Kickback Affidavit	X	X
Bidders Qualification Statement	X	X
Conflict Affidavit	X	X
Drug Free Workplace	X	X
Equal Opportunity Statement	X	X
Non-Collusion Certification	X	X
Public Entity Crimes Statement	X	X
Public Records Provision	X	X
Subcontractor Participation Schedule	X	X
Vendor Certification Regarding Discriminatory Vendor Lists	X	X
Bid Form "A" Total With Contingency	**$582,051.80**	**$305,200.50**
Bid Form "B" Total With Contingency	**$582,051.80**	**$295,116.80**

Award of Bid based on Department Analysis and City Manager and/or Commission Approval

Jax Utilities Management

BID FORM A

CITY BID NO. 2324-07: SHERMAN CREEK DITCH CLEANING

***BIDDER MUST COMPLETE BOTH BID A AND BID B FORMS**

Bid Item	DESCRIPTION		BID PRICE
TRIM VEGETATION OVERHANGING CANAL WITHIN 10 FEET OF NORMAL WATER LEVEL, REMOVE TRASH AND DEBRIS ALONG EMBANKMENT AREA TO AN ELEVATION APPROXIMATELY 10 FEET ABOVE NORMAL WATER LEVEL, AND REMOVE TRASH AND DEBRIS FROM DRAINAGE DITCH CHANNEL AT THE FOLLOWING LOCATIONS: ***NOTE: Dimensions are approximate and may vary in width at some locations. Field verification is advised.***			
1A	From 1 Fleet Landing Boulevard (Fleet Landing entrance off Mayport Road at Assisi Lane to eastern side of Sherman Creek Canal culvert on Mayport Road adjacent to Arby's), approximately 730 linear feet; CONTRACTOR RESPONSIBLE FOR HAULING ALL VEGETATION, TRASH, AND DEBRIS FOR OFFSITE DISPOSAL AT AN APPROVED LOCATION		$ 98,290.00
2A	Western side of Sherman Creek Canal culvert at Mayport Road to confluence with Puckett Creek, approximately 3200 linear feet; CONTRACTOR RESPONSIBLE FOR HAULING ALL VEGETATION, TRASH, AND DEBRIS FOR OFFSITE DISPOSAL AT AN APPROVED LOCATION	PRICE PER 100 LINEAR FEET $ 13,464.00	$ 430,848.00
	BASE BID (TOTAL ITEMS 1A-2A)		$ 529,138.00
	10% CONTINGENCY OF BASE BID A		$ 52,913.80
	TOTAL (BASE BID + 10% CONTINGENCY)		$ 582,051.80

Jax Utilities Management

BID FORM B

CITY BID NO. 2324-07: SHERMAN CREEK DITCH CLEANING

***BIDDER MUST COMPLETE BOTH BID A AND BID B FORMS**

Bid Item	DESCRIPTION		BID PRICE
TRIM VEGETATION OVERHANGING CANAL WITHIN 10 FEET OF NORMAL WATER LEVEL, REMOVE TRASH AND DEBRIS ALONG EMBANKMENT AREA TO AN ELEVATION APPROXIMATELY 10 FEET ABOVE NORMAL WATER LEVEL, AND REMOVE TRASH AND DEBRIS FROM DRAINAGE DITCH CHANNEL AT THE FOLLOWING LOCATIONS: ***NOTE: Dimensions are approximate and may vary in width at some locations. Field verification is advised.***			
1B	From 1 Fleet Landing Boulevard (Fleet Landing entrance off Mayport Road at Assisi Lane to eastern side of Sherman Creek Canal culvert on Mayport Road adjacent to Arby's), approximately 730 linear feet; CONTRACTOR TO STACK VEGETATION, TRASH, AND DEBRIS ON RIGHT OF WAY ADJACENT TO SIDEWALK FOR COLLECTION AND DISPOSAL BY THE CITY OF ATLANTIC BEACH PUBLIC WORKS DEPARTMENT		$ 98,290.00
2B	Western side of Sherman Creek Canal culvert at Mayport Road to confluence with Puckett Creek, approximately 3200 linear feet; CONTRACTOR TO STACK VEGETATION, TRASH, AND DEBRIS ON RIGHT OF WAY ADJACENT TO SIDEWALK FOR COLLECTION AND DISPOSAL BY THE CITY OF ATLANTIC BEACH PUBLIC WORKS DEPARTMENT	PRICE PER 100 LINEAR FEET $ 13,464.00	$ 430,848.00
	BASE BID (TOTAL ITEMS 1B-2B)		$ 529,138.00
	10% CONTINGENCY OF BASE BID		$ 52,913.80
	TOTAL (BASE BID + 10% CONTINGENCY)		$ 582,051.80

United Land Services

BID FORM A

CITY BID NO. 2324-07: SHERMAN CREEK DITCH CLEANING

***BIDDER MUST COMPLETE BOTH BID A AND BID B FORMS**

Bid Item	DESCRIPTION		BID PRICE
TRIM VEGETATION OVERHANGING CANAL WITHIN 10 FEET OF NORMAL WATER LEVEL, REMOVE TRASH AND DEBRIS ALONG EMBANKMENT AREA TO AN ELEVATION APPROXIMATELY 10 FEET ABOVE NORMAL WATER LEVEL, AND REMOVE TRASH AND DEBRIS FROM DRAINAGE DITCH CHANNEL AT THE FOLLOWING LOCATIONS: ***NOTE: Dimensions are approximate and may vary in width at some locations. Field verification is advised.***			
1A	From 1 Fleet Landing Boulevard (Fleet Landing entrance off Mayport Road at Assisi Lane to eastern side of Sherman Creek Canal culvert on Mayport Road adjacent to Arby's), approximately 730 linear feet; CONTRACTOR RESPONSIBLE FOR HAULING ALL VEGETATION, TRASH, AND DEBRIS FOR OFFSITE DISPOSAL AT AN APPROVED LOCATION		$ 120,175.00
2A	Western side of Sherman Creek Canal culvert at Mayport Road to confluence with Puckett Creek, approximately 3200 linear feet; CONTRACTOR RESPONSIBLE FOR HAULING ALL VEGETATION, TRASH, AND DEBRIS FOR OFFSITE DISPOSAL AT AN APPROVED LOCATION	PRICE PER 100 LINEAR FEET $ 4,915.00	$ 157,280.00
	BASE BID (TOTAL ITEMS 1A-2A)		$ 277,455.00
	10% CONTINGENCY OF BASE BID A		$ 27,745.50
	TOTAL (BASE BID + 10% CONTINGENCY)		$ 305,200.50

BFU-2

United Land Services

BID FORM B

CITY BID NO. 2324-07: SHERMAN CREEK DITCH CLEANING

***BIDDER MUST COMPLETE BOTH BID A AND BID B FORMS**

Bid Item	DESCRIPTION		BID PRICE
TRIM VEGETATION OVERHANGING CANAL WITHIN 10 FEET OF NORMAL WATER LEVEL, REMOVE TRASH AND DEBRIS ALONG EMBANKMENT AREA TO AN ELEVATION APPROXIMATELY 10 FEET ABOVE NORMAL WATER LEVEL, AND REMOVE TRASH AND DEBRIS FROM DRAINAGE DITCH CHANNEL AT THE FOLLOWING LOCATIONS: ***NOTE: Dimensions are approximate and may vary in width at some locations. Field verification is advised.***			
1B	From 1 Fleet Landing Boulevard (Fleet Landing entrance off Mayport Road at Assisi Lane to eastern side of Sherman Creek Canal culvert on Mayport Road adjacent to Arby's), approximately 730 linear feet; CONTRACTOR TO STACK VEGETATION, TRASH, AND DEBRIS ON RIGHT OF WAY ADJACENT TO SIDEWALK FOR COLLECTION AND DISPOSAL BY THE CITY OF ATLANTIC BEACH PUBLIC WORKS DEPARTMENT		$118,496.00
2B	Western side of Sherman Creek Canal culvert at Mayport Road to confluence with Puckett Creek, approximately 3200 linear feet; CONTRACTOR TO STACK VEGETATION, TRASH, AND DEBRIS ON RIGHT OF WAY ADJACENT TO SIDEWALK FOR COLLECTION AND DISPOSAL BY THE CITY OF ATLANTIC BEACH PUBLIC WORKS DEPARTMENT	PRICE PER 100 LINEAR FEET $ 4,681.00	$149,792.00
	BASE BID (TOTAL ITEMS 1B-2B)		$268,288.00
	10% CONTINGENCY OF BASE BID		$ 26,828.80
	TOTAL (BASE BID + 10% CONTINGENCY)		$ 295,116.80

BFU-2

CITY OF ATLANTIC BEACH CITY
COMMISSION MEETING STAFF
REPORT

AGENDA ITEM: Cavalla Road Lift Station Improvements Engineering Services Agreement

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On December 7, 2023, the City of Atlantic Beach received two Request for Qualifications Responses for the Cavalla Road Lift Station Improvements Project (RFQ 2024-03). The objective of this RFQ is to retain the services of the most qualified engineering firm to provide design and related services to the City for planning, permitting, design, development of bid documents and bidding services for improvements to the Cavalla Road Lift Station. The goal of the project is to develop a biddable set of plans and specifications for floodproofing this lift station for resiliency and protection against the current and future predicted 100-year flood event.

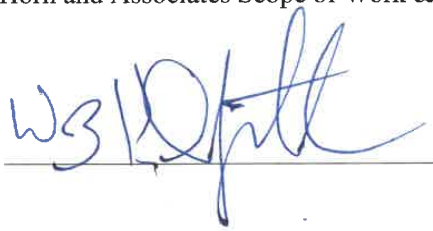
This project will be 50% funded through a Florida Department of Environmental Protection Resilient Florida Implementation Grant, contract number 23FRP05. The remaining 50% will be funded through the City's Sewer Fund.

Proposals from two qualified firms were received. Staff reviewed the proposals and ranked the firms based on the criteria specified in the RFQ. Staff recommends awarding the contract to Kimley-Horn and Associates, Inc. Staff have negotiated a scope of work and fee with Kimley-Horn and Associates, Inc. for the engineering planning and design required for this project. The proposed fee for this work is not to exceed $84,884. Upon completion of the engineering effort, the City will advertise this project for construction.

BUDGET: Funds for this project are budgeted in the Sewer Fund under account 410-5506-535-6300, project number PU2331. 50% of project costs are reimbursable through a Florida Department of Environmental Protection Resilient Florida Implementation Grant (23FRP05).

RECOMMENDATION: Award engineering services contract in the amount of $84,884 to Kimley-Horn and Associates, Inc. for the project scope listed in RFQ 2024-03.

ATTACHMENT(S):
1. Staff Ranking of RFQ 2024-03 Submittals
2. Kimley-Horn and Associates Scope of Work & Fee Proposal

REVIEWED BY CITY MANAGER: 

CAVALLA ROAD LIFT STATION IMPROVEMENTS
RFQ 2024-03

	Past Record of Professional Accomplishments	Firm's Professional Qualifications & Project Team	Staff Availability and Capability to Meet Deadlines	Financial Responsibility and Insurance	Proximity		Past Record of Professional Accomplishments	Firm's Professional Qualifications & Project Team	Staff Availability and Capability to Meet Deadlines	Financial Responsibility and Insurance	Proximity		
	EVALUATOR NO. 01						EVALUATOR No. 02						
WEIGHT:	**30%**	**30%**	**10%**	**10%**	**20%**	**TOTAL SCORE**	**30%**	**30%**	**10%**	**10%**	**20%**	**TOTAL SCORE**	**AVG SCORE**
RESPONDENTS													
Kimley Horn	30%	28%	10%	10%	20%	98%	30%	30%	10%	10%	20%	100%	**99.0%**
Matthews / DCCM	30%	28%	8%	8%	18%	92%	30%	27%	10%	10%	20%	97%	**94.5%**

Firm	Score	Ranking
Kimley Horn	99.0%	1
Matthews / DCCM	94.5%	2

Kimley»Horn

ATTACHMENT B

SCOPE OF SERVICES
COAB
CAVALLA ROAD LIFT STATION IMPROVEMENTS

PROJECT DESCRIPTION

The City of Atlantic Beach ("OWNER" or "COAB") has selected Kimley-Horn ("Kimley-Horn") to provide professional services for the design and permitting of improvements to existing Cavalla Road Lift Station. The existing Cavalla Road Lift Station is located at 302 Cavalla Road, adjacent to a multi-family residential property and Hopkins Creek, a drainage tributary to the Intracoastal Waterway. Kimley-Horn understands that the lift station is approximately 36 years old, in fair condition, and was identified as vulnerable to flooding based on a previous analysis. The lift station currently operates as a suction lift station and has been identified as a candidate for conversion to a submersible station. This is a Florida Department of Environmental Protection (FDEP) Resilient Florida grant funded project (23FRP05).

PURPOSE

The purpose of this project is for the upgrading and conversion of Cavalla Road Lift Station from a suction lift station to a submersible pumping station. The previously issued recommendations consist of; demolition of existing building, generator, and electrical panels, install a new watertight hatch for the wetwell, install new submersible pumps, upgrade onsite generator, electrical panels, and VFDs, install privacy fencing, and elevate the electrical components above the Predicted 2044 100-year AE Flood Zone.

Based on our onsite facility review meeting with staff, Kimley-Horn intends to re-purpose the existing building to the extent possible. The lift station improvements will consist of an elevated platform for the generator and wall mounting the electrical system components within the building, above the 100-year AE flood zone.

The purpose of this scope of services is to affirm the recommended improvements and to design and permit the lift station improvements that will address resilience and aged infrastructure.

Kimley-Horn will provide the following scope of services including field investigations, construction document development, and FDEP permit modification.

SCOPE OF SERVICES

Task 1 – Project Initiation and Management

1.1 Kickoff Meeting and Site Visit: Kimley Horn will coordinate, schedule, prepare for, and attend a project kick-off which will consist of establishing the project goals, objectives, and schedule of deliverables. Kimley-Horn will develop an Agenda in advance of the Kick-Off Meeting and

provide to the attendees. Following the Kick-off meeting, Kimley-Horn will conduct an onsite review of the existing facility and its operation.

1.2 Progress Meetings: Kimley-Horn will coordinate and lead progress meetings as part of this project. Kimley-Horn will develop Agenda prior to meetings and provide to meeting attendees. Kimley-Horn with develop meeting summaries and provide via email to attendees. The following is a list of anticipated meetings:

- Preliminary Findings and Recommendations
- 30% Review Meeting
- 60% Review Meeting
- 90% Review Meeting

Task 2 – Limited Site Survey

2.1 Topographic Survey: Kimley-Horn will retain a licensed professional surveyor to prepare a boundary and topographic survey for the project limits. Existing utilities will be located by Level B SUE performed by our utility locate sub-consultant. The utility locate sub-consultant will be responsible for marking existing water, wastewater, and communication lines within the proposed work areas. The survey scope will consist of the following elements:

1 Location of identified utilities that will interfere with the design or construction of the pipelines.

2. Locate all surface evidence of utilities adjacent to the lift station. Other than obtaining inverts of accessible manholes, the location of underground utilities will be shown as delineated by utility locate sub-consultant. Power poles will be located with overhead wires.

3. Establish finished floor elevation of existing building.

4. Survey will be prepared in NAVD 88 datum.

5. Any monumentation evidence of the property or existing rights-of-way will be located.

7. Survey will be prepared in Florida East State Plane Coordinate System (NAD 83).

2.2 Subsurface Utility Engineering: Kimley-Horn will retain a subconsultant to perform Level A locates may be required to identify where utility conflicts may exist. This task includes up to 3 VVH's.

2.3 Evaluation of Proposed Improvements and Basis of Design Technical Memorandum: Kimley-Horn will evaluate two alternative strategies to improve the station including:

Option 1: Convert existing lift station into a submersible lift station.

Option 2: Evaluate flood proofing requirements for the existing wet pit/dry pit station.

Each option will be evaluated based on technical feasibility, permitability, operational flexibility, and the financial impact of each option.

Kimley-Horn will provide a concise basis of design memorandum and recommend a viable, cost-effective means to upgrade the station to minimize risk associated with flooding. Basis of design memorandum will provide preliminary pump sizing and an opinion of probable cost for construction for the project. The development of the basis of design memorandum will consist of the following efforts:

a. Kimley-Horn will conduct an existing site plan review.

b. Kimley-Horn will evaluate feasibility of converting the existing 6-foot wet well into a submersible pump station.

c. Kimley-Horn will evaluate the ability to elevate existing generator and electrical controls to 2.5 feet above the Predicted 2044 100-year AE flood elevation, within the existing building.

d. Kimley-Horn will evaluate FDEP requirements that need to be considered as part of the station upgrades.

e. Kimley-Horn will evaluate and recommend improvements for the Cavalla Road Lift station.

f. Kimley-Horn will develop a Basis of Design Technical Memorandum summarizing findings and recommended lift station improvements. The report will summarize recommended phasing and or considerations associated with maintenance of plant operations during construction. Report will include preliminary engineer's opinion of probable cost.

g. Kimley-Horn will provide a draft report for review via email.

h. Kimley-Horn will review draft report at one of the project progress meetings. Kimley-Horn will solicit input and feedback at the review meeting, prior to finalizing the final Preliminary Engineering Report.

i. Kimley-Horn will provide a signed and sealed report to COAB via email.

Task 3 – Construction Document Development

3.1 "30%" Concept Design: Kimley-Horn will develop a preliminary lift station "30%" plan showing the lift station site layout. Site considerations will be in accordance with standards set by the COAB. Kimley-Horn will facilitate a design review meeting with COAB staff to discuss concept plan, evaluations, findings, and recommendations associated with the design development.

Following the meeting, Kimley-Horn will solicit input and feedback and provide documentation of design decisions in a meeting summary.

3.2 "60%" Preliminary Design: Kimley-Horn will prepare "60%" plan submittals for review. Construction plans will consist of a cover sheet, survey, general notes, demolition plan, site plan, lift station section and details, electrical plan, and preliminary instrumentation and control plan. Kimley-Horn will prepare and submit "60%" and draft Technical Specifications in accordance with requirements set by the COAB. The submittal will include an opinion of probable cost (OPC). Under this subtask, Kimley-Horn will coordinate and facilitate a "60%" review meeting to solicit input and feedback prior to commencing 90% design.

3.3 "90%" Design: Kimley-Horn will prepare "90%" construction plan submittals for review. Construction plans will consist of components from the "60%" plan set with the incorporation of the COAB's comments. The submittal will also include the civil and mechanical details, structural details, electrical plan and details, and instrumentation and control plan. Kimley-Horn will prepare and submit "90%" and draft Technical Specifications in accordance with requirements set by the COAB. The submittal will include an opinion of probable construction OPC. Under this subtask, Kimley-Horn will coordinate and facilitate a "90%" review meeting to solicit input and feedback prior to commencing "100%" design and bid document development.

3.4 "100%" Bid Ready Design: Kimley-Horn will prepare "100%" bid set construction plans for review. Construction plans will consist of components from the "90%" plan set including the Technical Specifications with the incorporation of the COAB's comments. The submittal will include an opinion of probable construction cost (OPC) and bid form.

Task 4 –Permitting

Kimley-Horn will develop permit submittal applications to support the construction and operation of the proposed improvements. The anticipated required permits include:

a. FDEP Notification/Application for Construction Wastewater Collection/Transmission System (Form 62-604.300(3)(a).

Kimley-Horn will respond to two (2) requests for additional information (RAIs) for each permit application. No federal, state, regional or local grant application preparation is included in this scope of services. COAB will pay all permit application fees and costs directly to agencies or COABs.

Task 5 – Additional Services Allowance

ASSUMPTIONS AND CLARIFICATIONS

A. Kimley-Horn is entitled to rely on the completeness and accuracy of all information provided by the COAB and other Kimley-Horns.

B. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions.

Opinions of probable costs provided herein are based on the information known to Kimley-Horn at this time and represent only the Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Opinions as to the status of permits and entitlements or their suitability for any specific purpose and as to the probability and timeframe for approvals are made solely on the basis of available information and limited research conducted. Kimley-Horn does not guarantee that the outcome of permits and entitlements or their suitability will not vary from its opinions or that all issues affecting the site have been investigated.

D. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the COAB. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the COAB issues a direct written request for each requested entitlement, prior to the dates of expiration.

E. The following assumptions were utilized to develop this scope of services:

   a. All design and permit submittal reviews will be performed in a timely manner.

   b. No easements will be required to construct and operate the proposed lift station.

   c. No environmental assessments or permitting is required.

SCHEDULE

Kimley-Horn will provide services as expeditiously as practicable with the goal of meeting the following schedule:

Task	Task Description	Duration (days)	Start Day From NTP	Completion Days From NTP
1	Project Initiation and Management	210	0	210
2	Limited Site Survey	90	0	90
3	Construction Document Development	210	0	210
4	Permitting	60	150	210

METHOD OF COMPENSATION

Kimley-Horn will perform Tasks 1–4 on a lump sum basis.

Services provided under this will be invoiced monthly. All invoices will include a description of services provided.

FEE SCHEDULE

Task	Task Description	Fee Basis	Amount
1	Project Initiation and Management	Lump Sum	$5,660
2	Field Investigations and Preliminary Engineering	Lump Sum	$25,659
3	Construction Document Development	Lump Sum	$51,555
4	Permitting	Lump Sum	$2,010
Total			$84,884

Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the COAB.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 24-33 authorizing the City to enter not the 2024 Justice Assistance Grant Direct Program.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: July 3, 2024

MEETING DATE: July 8, 2024

BACKGROUND: The Police Department is eligible to receive monies through a grant program called the Justice Assistance Grant Direct (JAGD). This grant is administered by the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants. Awards under Florida's JAGD program range from $1,000 to $10,000. This year, the ABPD was eligible for $3,117 from the JAGD allocations.

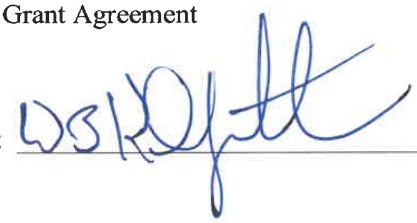
The Police Department has identified a grant project to fund training and certification of police instructors in reality-based training. This training would ensure department instructors are equipped with the knowledge, skills, and abilities to deliver cutting-edge, best practice principles in police scenario training for high liability areas including active threat response and use of force scenarios. This type of training is often more prone to possible injury and liability. By having department instructors certified as reality-based training instructors, we can ensure training provided by the department is both effective, up-to-date, and safe.

The JAGD is a reimbursement grant. The training will cost $3,900 to send and certify 3 instructors at $1,300 each. The grant will fund $3,117 and the remainder will come from existing PD training budget funds.

BUDGET: Funds are allocated in Police Department Account No. 001-2002-521-55-00.

RECOMMENDATION: Approve Resolution No. 24-33 authorizing the City to enter not the 2024 Justice Assistance Grant Direct Program.

ATTACHMENT(S):
1. Resolution No. 24-33
2. FDLE Grant Agreement

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 24-33

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO THE 2024 JUSTICE ASSISTANCE GRANT DIRECT PROGRAM; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO APPLY FOR AND MANAGE THE GRANT PROCESS; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY 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, a Justice Assistance Grant Direct (JAGD) has been established by the Federal Government and is administered by the State of Florida, The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants; and

WHEREAS, the Atlantic Beach Police Department is eligible to receive funds from the JAGD grant; and

WHEREAS, the Atlantic Beach Police Department is requesting authorization to apply for one grant project using JAGD funds. This project will use $3,117 of said JAGD funds to attend reality-based training instructor certification; and

WHEREAS, the submission of a JAGD application requires CEO certification and the application and management of the grant process must be completed by a city department and miscellaneous grant amendments must be authorized by a city official.

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

Section 1. The City Commission authorizes the City to enter into the 2024 Justice Assistance Grant Direct Program.

Section 2. The City Commission authorizes Atlantic Beach Police Department staff to apply for and manage the grant process.

Section 3. The City Commission authorizes the Mayor, City Manager, and City Attorney to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 8th day of July 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Atlantic Beach

Recipient SAM UEI: W2ZNQX64HDFS

Award Number: 6N012

Award Period: 04/01/2024 – 12/31/2024

Award Title: D-6N012: JAGD Reality Based Training Project

Federal Funds: $3,117.00

Matching Funds: $0.00

Total Funds: $3,117.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Atlantic Beach (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 6N012
Award Title: D-6N012: JAGD Reality Based Training Project
Award Period: 04/01/2024 – 12/31/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
City of Atlantic Beach

Signature: _____

Typed Name and Title: Curtis Ford, Mayor

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of Atlantic Beach

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	6N012
Recipient:	City of Atlantic Beach
Award Title:	D-6N012: JAGD Reality Based Training Project
Award Period:	04/01/2024 - 12/31/2024

Problem Identification

The Atlantic Beach Police Department (ABPD) is a municipal police department for the City of Atlantic Beach located in Duval County. Currently, 33 sworn positions serve the City of Atlantic Beach. The Atlantic Beach Police Department serves just under 14,000 residents and thousands of daily visitors as one of Jacksonville and Duval County's beach cities.

The department has two members who have attended reality-based training instructor certification. Both members are senior command staff nearing or at eligibility for retirement. This is a concern as agency instructors, who are designing and implementing training programs and curricula do not have the critical knowledge, skills, and abilities in best practices for scenario and reality-based training.

The training is a priority to the agency as it will be placed in a potentially precarious and disadvantageous position of creating and implementing training that may not be ideal, uses outdated concepts or techniques, or could be dangerous for those participating in the training as has been seen in other locations where officers were injured or killed during training.

Currently, the agency has training curriculums reviewed by instructors who can identify any observed issues in the training plan; however, they don't necessarily oversee the delivery of the instruction.

Scope of Work

The City of Atlantic Beach has identified a reality-based training instructor certification course to send current ABPD agency instructors to for certification training. This training will equip them with the knowledge, skills, and abilities to provide cutting-edge, best-practice principles to agency scenario training ensuring more effective, and safer training.

The agency will send 3 instructors to this training. It is hosted in Sanford, FL over 5 days on 6/10/2024 through 6/14/2024 covering 40 hours. Grant funds would cover the cost of training registration, and the City of Atlantic Beach will cover all salaries or travel expenses for the officers.

Appendix B - Deliverables

Award Number:	6N012
Recipient:	City of Atlantic Beach
Award Title:	D-6N012: JAGD Reality Based Training Project
Award Period:	04/01/2024 - 12/31/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay for training registrations.
Minimum Performance Criteria:	Completion of registration as attested through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $3,117.00

Appendix C - Approved Budget

Award Number:	6N012		
Recipient:	City of Atlantic Beach		
Award Title:	D-6N012: JAGD Reality Based Training Project		
Award Period:	04/01/2024-12/31/2024		
Award Amount:	$3,117.00	$0.00	$3,117.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
Training Registration	Training registration costs for 3 members to attend 5-day reality-based training instructor certification course in Sanford, FL June 10-14, 2024 @ $1,300.00 per student (total $3,900).	$3,117.00	$0.00	$3,117.00
		H. Other Costs Subtotal:		**$3,117.00**

Appendix D: Award Contacts

Award Number:	6N012
Recipient:	City of Atlantic Beach
Award Title:	D-6N012: JAGD Reality Based Training Project
Award Period:	04/01/2024 - 12/31/2024

Recipient Grant Manager (GM)

Name: Chase Jamison
Title: Police Lieutenant
Address: 850 Seminole Rd
Atlantic Beach, FL 32233-4445
Phone: 904-247-5859
Email: cjamison@coab.us

Recipient Chief Official (CO)

Name: Curtis Ford
Title: Mayor
Address: 800 Seminole Rd
Atlantic Beach, FL 32233-4445
Phone: 904-247-5800
Email: cford@coab.us

Recipient Chief Financial Officer (CFO)

Name: Brittany Percell
Title: Finance Director
Address: 800 Seminole Rd
Atlantic Beach, FL 32233-4445
Phone: 904-247-5881
Email: bbrown@coab.us

Appendix E: Special Conditions

Award Number:	6N012
Recipient:	City of Atlantic Beach
Award Title:	D-6N012: JAGD Reality Based Training Project
Award Period:	04/01/2024 - 12/31/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	At the time of application review, it was noted the Recipient's SAM.gov registration will expire on 11/27/2024. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
W0056	WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Recipient must submit a current EEO Certification (EEOC) obtained from the Department of Justice, Office of Civil Rights EEO Reporting Tool (https://eeop.ocr.ojp.gov/certsub/homepage) to the Office of Criminal Justice Grants.
S0088	A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
- 2 C.F.R. § 175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
- Title 34, U.S. Code, Crime Control and Law Enforcement
- Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
- Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
- Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, Fla. Stat., Public Records
- Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
- Section 215.97, Fla. Stat. Florida Single Audit Act
- Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
- Section 215.985, Fla. Stat., Transparency in government spending
- Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

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

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

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

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying -** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying -** The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay" -** Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 **The Coastal Barrier Resources Act -** The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 **Exceptions regarding Prohibited and Controlled Equipment under OJP awards -** Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. § 42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 **Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-

one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute

or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 **For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 **Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 **For JAG: Extreme Risk Protection Programs -** Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts

covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 **For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 **For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 24-34 authorizing the City Manager to execute and deliver an extension to the interlocal agreement between the City of Jacksonville and City of Atlantic Beach for the coordination and provision of fire and rescue services in Atlantic Beach by the Jacksonville Fire and Rescue Department.

TODAY'S DATE: July 2, 2024

MEETING DATE: July 8, 2024

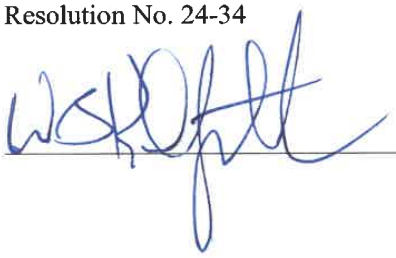
SUBMITTED BY: William B. Killingsworth, City Manager

BACKGROUND: For the past 25 years, the City of Atlantic Beach and City of Jacksonville have been parties to an agreement concerning the coordination and provision of fire and rescue protection services to Atlantic Beach residents and businesses. That agreement expired on May 31, 2024. Now, the City Atlantic Beach and City of Jacksonville desire to enter into a new agreement, to be made effective as of June 1, 2024, with a term of two years, unless earlier terminated, to update and replace the expired fire protection services agreement.

RECOMMENDATION: Commission approve Resolution No. 24-34

BUDGET: $1,419,171.24 annually to increase 3% each year

ATTACHMENT: Resolution No. 24-34

CITY MANAGER: 

RESOLUTION NO. 24-34

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND CITY OF JACKSONVILLE FOR THE COORDINATION AND PROVISION OF FIRE AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the past 25 years, the City of Atlantic Beach and City of Jacksonville have been parties to an agreement concerning the coordination and provision of fire and rescue protection services to Atlantic Beach residents and businesses; and

WHEREAS, that agreement expired on May 31, 2024; and

WHEREAS, the City Atlantic Beach and City of Jacksonville desire to enter into a new agreement, to be made effective as of June 1, 2024, with a term of two (2) years, unless earlier terminated, to update and replace the expired fire protection services agreement and to provide an effective, efficient means of delivering Advanced Life Support Fire and Rescue Service to Atlantic Beach residents and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH:

Section 1. Approval and Execution of Interlocal Agreement authorized and Effective Date established. The Agreement is hereby approved and the City Manager, or his designee, is hereby authorized to execute and deliver, for and on behalf of the City, the Agreement between the City of Atlantic Beach and City of Jacksonville, to be made effective retroactively as of June 1, 2024, in substantially the same form attached hereto as Exhibit 1, and incorporated herein by this reference (the "Agreement").

PASSED AND ADOPTED by the City of Atlantic Beach, this 8th day of July 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

AGREEMENT BETWEEN
THE CITY OF ATLANIC BEACH, FLORIDA
AND
CITY OF JACKSONVILLE, FLORIDA

THIS AGREEMENT, entered in duplicate this, Day of _____, 2024, by and between **THE CITY OF ATLANTIC BEACH, FLORIDA**, a municipal corporation ("Atlantic Beach"), and the **CITY OF JACKSONVILLE, FLORIDA**, a consolidated county, and municipal government extending territorially through the geographic boundaries of Duval County, Florida ("Jacksonville").

WITNESSETH:

WHEREAS, Atlantic Beach can benefit from the Advanced Life Support Fire and Rescue Services offered by Jacksonville Fire and Rescue Department; and

WHEREAS, Jacksonville will benefit from centralized communication and

coordination relative to the delivery of Fire and Rescue Services; and

WHEREAS, the parties hereto desire to provide a method for said residents and

businesses, in Atlantic Beach to have such use of the Advanced Life Support Fire and Rescue Services available in the manner and under terms and conditions specified herein; and

WHEREAS, the addition of an Advanced Life Support fire engine and rescue and crews would benefit the citizens of Atlantic Beach and Jacksonville; and

WHEREAS, Jacksonville desires to provide Advanced Life Support Fire

and Rescue Services county wide; and

WHEREAS, it is the intent of the Agreement to provide an effective, efficient means

of delivering Advanced Life Support Fire and Rescue Services to Atlantic Beach residents and businesses.

WHEREAS, Jacksonville would benefit in having a station in Atlantic Beach which would enhance first response and provide backup capabilities to its other nearby fire operations;

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants here in contained and for other good

and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

2. Provision of Advanced Life Support Fire and Rescue Services to Atlantic Beach.

a) Beginning on the date that this Agreement is fully executed by both Atlantic Beach and Jacksonville, Jacksonville will continue to provide Atlantic Beach with 24-hour (around the clock) Advanced Life Support Fire and Rescue Services. These services will be operated out of the Atlantic Beach Fire Station defined as the Fire Bay and the living area north of the Bay at 850 Seminole Road, Atlantic Beach Florida (the "Fire Facility").

b) Jacksonville agrees to comply with NFPA 1710 response standards in the provision of fire and rescue services provided to Atlantic Beach.

3. Jacksonville agrees to issue, provide, and maintain all equipment which it deems necessary for delivery of the Advanced Life Support and Fire and Rescue Services to Atlantic Beach. Jacksonville shall have sole discretion to determine what equipment is necessary for delivery of such services. At a minimum, those services will include an Advanced Life Support Engine and Rescue.

4. Jacksonville will be responsible for the provision of all personnel, including recruitment, assignment, hiring, training, payroll, benefits, etc., necessary (in its sole judgment) for provision of services under this Agreement; Atlantic Beach shall, for the entire term of this Agreement, continue to pass annually an ordinance as required by §175.101, Florida Statutes, assessing and imposing the excise tax on property insurance premiums authorized by that section and shall remit all proceeds of said excise tax received from the State Comptroller's Office to the Fund upon receipt.

5. Jacksonville agrees to be responsible for all fire and rescue communications for Atlantic Beach. Atlantic Beach will transfer all such calls it receives to Jacksonville Fire/Rescue dispatch as Atlantic Beach will continue to operate as a 911 Public Safety Answering Point (PSAP).

6. Jacksonville will maintain the Fire Facility, including the payment of all utility bills, telephones, equipment, furnishings, daily maintenance and repair, and similar expenses, with the sole exception of exterior maintenance, lawn care and building insurance. A drawing of the Fire Facility is attached as Exhibit "E".

7. Jacksonville will provide full casualty, liability, personal property, and workers compensation insurance. Jacksonville agrees to defend Atlantic Beach in all suits arising out of service being delivered to Atlantic Beach by Jacksonville, subject to the limitations set forth in paragraph 14 hereof.

8. Jacksonville will provide the following auxiliary services for Atlantic Beach:

a) Blood pressure checks at the Fire Facility for the Community.
b) Annual fire hydrant testing of all fire hydrants in Atlantic Beach
c) Annual and occupational inspections of businesses.

d) Plan review of new and remodeled businesses and buildings.
e) Tours for school and community organizations.
f) CPR training (including refreshers), hazardous materials and similar training for Atlantic Beach employees.

Atlantic Beach assures Jacksonville that these services are the only auxiliary services which Jacksonville will be expected to provide. Atlantic Beach shall provide information to Jacksonville regarding the method, fees, and location for providing such services. Jacksonville may charge fees for such services at the same rate that it charges for the same services in the City of Jacksonville. Notwithstanding anything to the contrary, Jacksonville shall not be obligated to provide such services in Atlantic Beach more frequently than such services are provided in Jacksonville.

9. Jacksonville agrees to abide by all local, state, and federal laws in the performance of this Agreement.

10. Jacksonville agrees to participate in the Atlantic Beach Safety Program.

11. Jacksonville agrees that its employees will conduct no personal business while on duty or use the Fire Facility for such activities.

12. Services to be provided by Atlantic Beach to Jacksonville:

a) Atlantic Beach will provide the Fire Facility at no rental expense to Jacksonville. Jacksonville shall make no alterations to the building unless such alterations have been approved in writing by Atlantic Beach, which approval shall not be unreasonably withheld. Costs of such alterations shall be borne by Jacksonville.

b) Atlantic Beach will provide exterior maintenance and lawn care for the Fire Facility.

c) Atlantic Beach will provide and maintain the emergency generator at the Fire Facility needed for fire necessities.

d) Atlantic Beach will provide the City Manager and the Fire and Rescue Director as the point of contact and liaison for issues arising out of this contract.

The Fire and Rescue Director will be responsible for addressing other JFRD issues related to the day-to-day operation.

13. **Fees and Reimbursement:**

Atlantic Beach shall pay Jacksonville **$1,419,171.24**, in quarterly payments, for the first year of this Agreement, beginning June 1, 2024, for all services provided by Jacksonville pursuant to the Agreement; provided, however, that said amount shall be adjusted in each subsequent year of this Agreement by an amount equal to one hundred and three percent (103%) of the previous year's amount for all services provided by Jacksonville.

Payment of such amount shall be made by Atlantic Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice at quarterly intervals from Jacksonville.

14. **Indemnification.**
Subject to the provisions and limitations of Section 768.28, Florida Statutes, Jacksonville shall indemnify, hold harmless and defend Atlantic Beach from and against any claim, action, loss, damage, injury, liability, cost, and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to any negligent act of omission of Jacksonville in the operation and maintenance of the services provided any facilities used under this Agreement. In no event shall Jacksonville be responsible for any negligent act committed by Atlantic Beach.

15. **Force Majeure.**
The performance by the parties of this Agreement is subject to Force Majeure and is contingent upon, accidents, acts of God, flood, regulations, or restrictions imposed by any governmental agency (other than Jacksonville and Atlantic Beach), or other problems beyond the parties' control.

16. **Severability.**
Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

17. **Headings.**
The headings in this Agreement are solely for convenience and shall have no effect on the legal interpretation of any provision hereof.

18. **Waiver.**
The failure of any party to insist upon strict performance of this. The agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

19. **Default.**
If one of the parties to this Agreement shall fail to perform a material obligation hereunder, the other party shall give the defaulting party thirty (30) days' written notice to cure such default. Should the nonperforming party not cure such default within the thirty (30) days, the other party shall have the right to terminate this Agreement without further notice.

20. **Notice.**
Each notice when required hereunder shall be deemed to have been given when mailed by U.S. Postal Service certified mail, postage prepaid addressed as follows:

a) City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

Attention: City Manager

b) City of Jacksonville Fire and Rescue Department
515 N. Julia St.
Jacksonville, FL 32202
Attention: Director/Fire Chief

21. **Attachments and Exhibits.**
All Exhibits, attachments, appendices, and schedules which may, from time to time, be referred to in this Agreement or in any duly executed amendment her to are by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein. The Exhibits attached hereto to the extent not completed at the time of execution hereof, shall conform substantially to the description there of contained on each Exhibit page and may be supplied by the parties.

22. **Rights and Obligations Not Transferable.**
The rights and obligations of the parties hereunder are not assignable and may not be transferred without the prior written consent of the other party hereto, which will not be unreasonably withheld.

23. **Effective date of Agreement.**
This Agreement shall become effective upon execution, but no later than June 1, 2024, as authorized by and through their respective authorized representatives, pursuant to such procedural requirements as are applicable to each of the respective parties.

24. **Term.**
The term of this Agreement shall be from its effective date of June 1, 2024, and continue for a period of 2 years unless terminated earlier by the parties. If either party should desire to terminate this contract prior to the expiration, such party may do so by providing a two-month notice to the other party. Such notice must be sent in writing to the City Manager of Atlantic Beach or the Mayor of Jacksonville and Director/Fire Chief.

25. **Governing Law.**
The Agreement shall be governed in all respects by the laws of the State of Florida.

26. **Negotiated Agreement.**
The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in the Agreement. Therefore, doubtful, or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Forti us Contra Referendum" shall not be applied to this Agreement or any interpretation thereof.

27. **Entire Agreement.**
This Agreement constitutes the entire agreement by and between the parties hereto. No statement, representation, writing, understanding, or agreement made by either party, or any

representative of either party, which is not expressed herein shall be binding. All modifications of, changes, alterations, revisions, or amendments to this Agreement, or to any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals by their officers hereunto duly authorized as of the date first above written.

CITY OF ATLANTIC BEACH

By: _____
Mayor

By: _____
City Manager

CITY OF JACKSONVILLE

Attest_____ **By:** _____
Mayor

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Exhibit 1
Page 6 of 6

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 24-35 authorizing the City to enter to enter into the 2024 Justice Assistance Grant Direct Countywide Program

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: July 3, 2024

MEETING DATE: July 8, 2024

BACKGROUND: Justice Assistance Grants (JAG) are grants that have been established by the Federal Government and are administered by the State of Florida. Atlantic Beach has benefitted from JAG grants for many years. The allocations for this grant must be approved by at least 51% of the law enforcement agencies in Duval County. This year the total amount of the awards for the Atlantic Beach Police Department is $61,210.

The award of this grant from the State of Florida has been approved. This grant can be used to enhance law enforcement by supplementing existing nonfederal funds for program activities, which may include the purchase of law enforcement equipment. The title of our project this year is Investigative Technology Enhancements. This grant does not require any matching funds from the city. The areas this money will be utilized for have been identified as enhancements to technology used to investigate criminal activity.

BUDGET: Funds are allocated in Police Department Account No. 001-2001-52-00.

RECOMMENDATION: Approve Resolution No. 24-35 authorizing the City to enter into the 2024 Justice Assistance Grant Direct Countywide Program

ATTACHMENT(S): Resolution No. 24-35
Draft of City of Atlantic Beach approval letter

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 24-35

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO THE 2024 JUSTICE ASSISTANCE GRANT COUNTYWIDE PROGRAM; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO APPLY FOR AND MANAGE THE GRANT PROCESS; AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY 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, Justice Assistance Grant Countywide (JAGC) Program funding opportunities have been established by the Federal Government and are administered by the State of Florida, The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants; and

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

WHEREAS, the Atlantic Beach Police Department has agreed with the other local law enforcement entities to accept the funding levels for the federal FY 2023; and

WHEREAS, the Atlantic Beach Police Department will use grant funds in the amount of $61,210.00 for services or equipment that will enhance the technology used to investigate crimes in Atlantic Beach; and

WHEREAS, the submission of a JAGC application requires CEO and CLO certification and the application and management of the grant process must be completed by authorized city representatives and miscellaneous grant amendments must be authorized by various city officials.

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

Section 1. The City Commission authorizes the City to enter into the 2024 Justice Assistance Grant Countywide Program.

Section 2. The City Commission authorizes Atlantic Beach Police Department staff to apply for and manage the grant process.

Section 3. The City Commission authorizes the Mayor, City Manager, and City Attorney to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 8th day of July, 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

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

July 8th, 2024

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

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Atlantic Beach approves the distribution of $275,276 of Federal Fiscal Year 2023 Edward Byrne Memorial JAG Program funds for the following projects in Duval County:

Subgrantee/Implementing Agency	Project Purpose	Amount
City of Atlantic Beach	Investigative Technology Enhancements	$61,210.00
City of Jacksonville Beach	Criminal Intelligence Monitoring Center	$53,601.00
City of Neptune Beach	Law Enforcement Equipment	$61,210.00
City of Jacksonville	FY23 Crime Analysis Expansion Continuation	$99,255.00
	Total:	**$275,276.00**

Sincerely,

Curtis Ford

City of Atlantic Beach Mayor

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FOLLOW US ON Instagram
AtlanticBeachPD

Follow us on twitter
@AtlanticBeachPD

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-25.

REVIEWED BY CITY MANAGER: 

ATTACHMENT: Ordinance No. 33-24-25

ORDINANCE NO. 33-24-25

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 6 – POWERS; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendment to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendment to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendment to the City Charter:

Article II – The Commission

Sec. 6 – Qualifications and disqualifications, to modify the number of years that a full-time resident and elector must reside in the City in order to qualify for running for city commission from two (2) years to four (4) years prior to qualifying,

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provision of Section 6 of the City Charter.

SECTION 2. Submission of Charter Amendment to Public Referendum. The amendment to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENT TO THE ATLANTIC BEACH CITY CHARTER MODIFYING THE RESIDENCY REQUIREMENT FOR CITY COMMISSION

b. The ballot summary shall be as follows:

Shall the qualifications provisions set forth in Section 6 of the Atlantic Beach City Charter be modified to require that a full-time resident and elector seeking to run for city commission must reside in the City of Atlantic Beach for at least four (4) years (instead of two (2) years) prior to qualification, be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendment to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendment to Section 6 of Article II of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE II. – THE COMMISSION

***

Sec. 6. Qualifications and disqualifications.

Members of the city commission shall have been full-time residents and electors of the city for at least ~~two~~ four years immediately prior to qualifying. ~~They shall be electors in the city.~~ Full-time residency shall be defined as the person's principal place of abode during the year. Members of the city commission shall not hold any other elective office. Any member of the city commission ceasing to possess the foregoing qualifications or who shall have been convicted of a crime punishable by more than one (1) year of imprisonment or a crime involving moral turpitude, shall forfeit the seat prior to the next meeting of the city commission. Absence from four consecutive regular meetings of the city commission shall operate to vacate the seat of a member, unless the member's absence is excused by the city commission by a resolution setting forth the fact of such excuse duly entered upon the minutes.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-26.

REVIEWED BY CITY MANAGER: 

ATTACHMENT: Ordinance No. 33-24-26

ORDINANCE NO. 33-24-26

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 9 – POWERS; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendment to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendment to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendment to the City Charter:

Article II – The Commission

Sec. 9 – Powers, to include a new provision adding the power as permitted by law for the Commission to protect and preserve the City's beaches, marshes, maritime tree canopy and property through environmental stewardship,

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provision of Section 9 of the City Charter.

SECTION 2. Submission of Charter Amendment to Public Referendum. The amendment to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENT TO THE ATLANTIC BEACH CITY CHARTER ADDING ENVIRONMENTAL STEWARDSHIP TO ITS POWERS

b. The ballot summary shall be as follows:

Shall the Powers set forth in Section 9 of the Atlantic Beach City Charter be modified to add that the City Commission shall have the authority to, as permitted by law, protect and preserve the City's beaches, marshes, maritime tree canopy, and property through environmental stewardship, be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendment to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendment to Section 9 of Article II of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE II. – THE COMMISSION

***

Sec. 9. Powers.

Except as may be otherwise provided in this Charter, all powers of the city and the determination of all matters of policy shall be vested in the city commission. Without limitation of the foregoing, the city commission shall have power to:

(1) Adopt a budget;

(2) Authorize the issuance of bonds, revenue certificates, and other evidences of indebtedness;
(3) Establish or abolish official boards and elect the members thereof as recommended by the mayor;

(4) Adopt and modify the official map of the city;

(5) Regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of a lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land and water for trade, industry, residence or other purposes;

(6) Provide for an independent audit;

(7) Pass ordinances and laws for the preservation of the public peace and order and impose penalties for the violation thereof; provided that the maximum penalty to be imposed shall be a fine of not more than one thousand dollars ($1,000.00) and imprisonment for a period of time not longer than ninety (90) days, or as otherwise provided for by Florida Statutes;

(8) Lease golf courses, hospitals and airports, or any portion thereof, after the city commission has passed an ordinance authorizing any such lease;

(9) Sell golf courses and the public utility system, or any portion thereof, now owned by the city or hereafter acquired by it after the city commission has passed an ordinance that: (a) there is a finding that public welfare no longer requires the operation of any such facility; and (b) the terms of sale of real property within the city limits are stated; and (c) after such ordinance has been submitted to the qualified voters of the city at an election called for that purpose;

(10) Provide rules and regulations for all purchases and sales made for and in behalf of the city;

(11) Appoint, remove and fix the compensation of all officers and employees appointed by the city commission as hereinafter provided; the city commission shall perform an annual performance review of the city clerk, city manager and city attorney;

(12) Exercise any right or authority given or permitted by the Constitution and the laws of the State of Florida to city commissions not inconsistent with the provisions of this Charter~~.~~;

(13) The mayor pro tempore shall be appointed by the city commission from its members~~.~~; and

(14) Provide for the protection and preservation of parks as follow: Any real property owned by the city which is used principally or held out for use as a public park, shall be used only as a public park; and parks shall not be sold, leased long term, gifted, changed in description or use, or otherwise disposed of; and no structure shall be built in any such park to accommodate activities not customarily associated with park use or outdoor recreation; unless such sale, lease disposal, gift or structure is approved by unanimous vote of the entire city commission~~.~~; and

(15) Exercise authority permitted by law for the protection and preservation of beaches, marshes, maritime tree canopy, and property through environmental stewardship.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-27.

REVIEWED BY CITY MANAGER: 

ATTACHMENT: Ordinance No. 33-24-27

ORDINANCE NO. 33-24-27

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE IV, THE CITY CLERK, SEC. 28 – APPOINTMENT; DUTIES; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendment to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendment to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendment to the City Charter:

Article IV – The City Clerk

Sec. 28 – Appointments; duties, to clarify that the city clerk serves as filing officer for city elections (not supervisor of election),

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provision of Section 28 of the City Charter.

SECTION 2. Submission of Charter Amendment to Public Referendum. The amendment to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENT TO THE ATLANTIC BEACH CITY CHARTER TO CLARIFY CITY CLERK DUTIES

b. The ballot summary shall be as follows:

Shall the City Clerk duties set forth in Section 28 of the Atlantic Beach City Charter be modified to clarify that the City Clerk serves as the "filing officer" for city elections (and not as the "supervisor of elections"), be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendment to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendment to Section 28 of Article IV of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE IV. – THE CITY CLERK

***

Sec. 28. Appointment; duties.

The city commission shall appoint an executive officer to serve the city commission and to assure that all its enactments are effectively carried out. The title of the executive officer shall be "city clerk" and as such, shall be under the direction of and compensated at a rate set by the city commission.

The duties of the city clerk shall be to:

(1) Establish and maintain a line of communication with the city manager; and

(2) Prepare an agenda for every commission meeting and a permanent record of each such meeting; and

(3) Disseminate information as necessary about activities, findings, or decisions of the city commission; and

(4) Provide the city commission with information as requested about programs of the city government; and

(5) Serve as ~~supervisor of election~~ filing officer for city elections; and

(6) Serve as custodian of all city records and the seal of the city; and

(7) Administer oaths; and

(8) Conduct such other activities as may be specified by this Charter, the city code or the city commission.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-28.

REVIEWED BY CITY MANAGER: _____

ATTACHMENT: Ordinance No. 33-24-28

ORDINANCE NO. 33-24-28

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 9 – POWERS; SUBMITTING THE AMENDMENT TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENT ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendment to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendment to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendment to the City Charter:

Article II – The Commission

Sec. 9 – Powers, to require that the sale or disposition of any City public parks be approved through a referendum vote by the electors of Atlantic Beach (instead of by a unanimous vote of the entire city commission),

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provision of Section 9 of the City Charter.

SECTION 2. Submission of Charter Amendment to Public Referendum. The amendment to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENT TO THE ATLANTIC BEACH CITY CHARTER REQUIRING REFERENDUM FOR THE DISPOSITION OF PARKS

b. The ballot summary shall be as follows:

Shall the Powers set forth in Section 9 of the Atlantic Beach City Charter be modified to require that the sale or other disposition of public parks within the City be approved only through a referendum vote of the electors (instead of by a unanimous vote of the entire city commission), be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendment to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendment to Section 9 of Article II of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE II. – THE COMMISSION

***

Sec. 9. Powers.

Except as may be otherwise provided in this Charter, all powers of the city and the determination of all matters of policy shall be vested in the city commission. Without limitation of the foregoing, the city commission shall have power to:

(1) Adopt a budget;

(2) Authorize the issuance of bonds, revenue certificates, and other evidences of indebtedness;
(3) Establish or abolish official boards and elect the members thereof as recommended by the mayor;

(4) Adopt and modify the official map of the city;

(5) Regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of a lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land and water for trade, industry, residence or other purposes;

(6) Provide for an independent audit;

(7) Pass ordinances and laws for the preservation of the public peace and order and impose penalties for the violation thereof; provided that the maximum penalty to be imposed shall be a fine of not more than one thousand dollars ($1,000.00) and imprisonment for a period of time not longer than ninety (90) days, or as otherwise provided for by Florida Statutes;

(8) Lease golf courses, hospitals and airports, or any portion thereof, after the city commission has passed an ordinance authorizing any such lease;

(9) Sell golf courses and the public utility system, or any portion thereof, now owned by the city or hereafter acquired by it after the city commission has passed an ordinance that: (a) there is a finding that public welfare no longer requires the operation of any such facility; and (b) the terms of sale of real property within the city limits are stated; and (c) after such ordinance has been submitted to the qualified voters of the city at an election called for that purpose;

(10) Provide rules and regulations for all purchases and sales made for and in behalf of the city;

(11) Appoint, remove and fix the compensation of all officers and employees appointed by the city commission as hereinafter provided; the city commission shall perform an annual performance review of the city clerk, city manager and city attorney;

(12) Exercise any right or authority given or permitted by the Constitution and the laws of the State of Florida to city commissions not inconsistent with the provisions of this Charter~~.~~;

(13) The mayor pro tempore shall be appointed by the city commission from its members~~.~~; and

(14) Provide for the protection and preservation of parks as follow: Any real property owned by the city which is used principally or held out for use as a public park, shall be used only as a public park; and parks shall not be sold, leased long term, gifted, changed in description or use, or otherwise disposed of; and no structure shall be built in any such park to accommodate activities not customarily associated with park use or outdoor recreation; unless such sale, lease disposal, gift or structure is approved by ~~unanimous vote of the entire city commission~~ the electors through a referendum vote.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-29.

REVIEWED BY CITY MANAGER:

ATTACHMENT: Ordinance No. 33-24-29

ORDINANCE NO. 33-24-29

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE II, THE COMMISSION, SEC. 12 – VACANCIES IN THE CITY COMMISSION, SEC. 14 – INDUCTION OF CITY COMMISSION INTO OFFICE; MEETINGS OF THE CITY COMMISSION, ARTICLE IX, ELECTIONS, SEC. 39 – NOMINATIONS, SEC. 40 – ELECTIONS: PRIMARY AND SEC. 41 – ELECTIONS: GENERAL; SUBMITTING THE AMENDMENTS TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENTS ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendments to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendments to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendments to the City Charter:

Article II – The Commission

Sec. 12 – Vacancies in the city commission, to add reference to "primary" elections as applicable.

Sec. 14 – Induction of City Commission into Office – Meetings of City Commission, to clarify that commission members including the mayor begin their terms at the City's first regular commission meeting in December or after the election certification results are determined, whichever is later; and

Article IX – Elections

Sec. 39 – Nominations, to add references to "primary" elections in addition to "general" as applicable,

Sec. 40 – Elections: Primary, to add the requirement to hold primary elections if there are more than two candidates running for the same elective office, and

Sec. 41 – Elections: General, to provide that general elections for all City Commission seats be determined in the general election unless the seat has been determined in the primary election,

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provisions of Sections 12, 14, 39, 40 and 41 of the City Charter.

SECTION 2. Submission of Charter Amendments to Public Referendum. The amendments to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENTS TO THE ATLANTIC BEACH CITY CHARTER TO MODIFY CITY COMMISSION ELECTION PROCEDURES

b. The ballot summary shall be as follows:

Shall the City Commission election procedures set forth in Sections 40 and 41 of the Atlantic Beach City Charter be modified to add a requirement to hold primary elections when more than two candidates are running for the same Commission seat, and further, that references to "primary" elections, and the timing of newly elected Commissioners taking their seat, be added to Sections 12, 14 and 39 of the Charter, be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendments to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendments to Sections 12 and 14 of Article II, and Sections 39, 40 and 41 of Article IX, of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE II. – THE COMMISSION

***

Sec. 12. - Vacancies in the city commission.

If any vacancy occurs in the city commission, the city commission shall elect, within fifteen (15) days of the vacancy, by the affirmative votes of not less than three members, an eligible person as defined in Sec. [Section] 6 of this article to fill the vacancy until the next primary or general election, as applicable.

***

Sec. 14. - Induction of city commission into office; meetings of the city commission.

~~After each general~~ Following certification of election results, the newly elected city commissioners, including the mayor, shall ~~assume~~ begin their terms at the City's first regular commission meeting in December, or if election certification results have not been determined by then, the first regular commission meeting thereafter, whichever is later. ~~the duties of office at the regularly scheduled meeting of the city commission held on the second Monday in November provided that the Supervisor of Elections has certified the election results. If the election results for any contested city commission seat cannot be certified prior to the meeting to be held on the second Monday in November, then any newly elected city commissioners shall assume the duties of office at the next regularly scheduled meeting of the city commission following receipt of the certified election results from the Supervisor of Elections.~~ Until the newly elected city commissioners assume the duties of office, the previous sitting city commissioners shall remain in office. All other regular meetings of the city commission shall be fixed by ordinance, but there shall not be less than one regular meeting each month. Except as provided by Florida's Government-in-the-Sunshine Law (F.S. 286.011), all meetings of the city commission shall be open to the public.

***

ARTICLE IX. – ELECTIONS

***

Sec. 39. - Nominations.

Any elector of the city having the additional qualifications and limitations as set forth in Article II, Section 6, may be nominated for a seat in the city commission. Such nomination shall be only by petition. A petition for this purpose shall be signed by not less than twenty-five (25) qualified electors of the city. The signatures on the nominating petition need not all be subscribed on one paper. Each separate paper shall have affixed a signed statement of the circulator thereof stating the number of signers of such paper and that each signature appended thereto was made in the presence of the circulator and is the genuine signature of the person whose name it purports to be. Each signer, including the circulator, shall provide his/her place of residence, including the street and number. The form of the nomination petition shall be substantially as follows:

"We, the undersigned electors of the City of Atlantic Beach hereby nominate _____ whose residence is _____ for the office of Commissioner, Seat No. _____ to be voted for at the election to be held on the _____ day of _____, _____ A.D., and we individually certify that our names appear on the rolls of registered voters, and that we are qualified to vote for a candidate for the city commission.

Name, street, and number address from which last date of registered (if different) signing.

(Spaces for signatures and required date)

STATEMENT OF CIRCULATOR

The undersigned is the circulator of the foregoing paper containing _____ signatures. Each signature appended thereto was made in my presence and is the genuine signature of the person whose name it purports to be.

SIGNATURE OF CIRCULATOR _____

ADDRESS: _____ "

Any signature made earlier than forty (40) days prior to the first day of qualifying shall be void. All petitions must be filed with the city clerk no later than 10 days prior to the qualifying period. The qualifying period will begin no later than noon on the 71st day (Monday) prior to the ~~general~~ primary election and will end at noon on the 67th day (Friday) prior the ~~general~~ primary election, as set forth in Section 99.061(2), Florida Statutes. All other qualifying papers shall be filed as one instrument with the city clerk during the qualifying period. The city clerk shall make a record of the exact time at which each petition is filed, and shall take and preserve the name and address of the person by whom it is filed. No nominating petition shall be accepted unless accompanied by a signed acceptance of the nomination in substantially the following form:

"ACCEPTANCE OF NOMINATION

I hereby accept the nomination for Seat No. _____ on the city commission and agree to serve if elected.

SIGNATURE OF CANDIDATE _____ "

Within two business days after the filing of a nominating petition, the city clerk shall notify the candidate and the person who filed the petition whether or not it is found to be signed by the required number of qualified electors. If a petition is found insufficient, the city clerk shall return it immediately to the person who filed it with a statement certifying wherein the petition is found insufficient. Within the regular time for filing petitions, such a petition may be amended and filed again as a new petition, in which case the time of the first filing shall be disregarded in determining the validity of signatures thereon, or a different petition may be filed for the same candidate. The petition of each person nominated to be a member of the city commission shall be preserved by the city clerk until the expiration of the term of office for which the candidate has been nominated.

Sec. 40. - Elections: Primary.

~~There are no primary elections for any seat on the City Commission of the City of Atlantic Beach.~~ When more than two (2) candidates are running for the same elective office, the primary election shall be held only for the municipal offices that have more than two candidates running for the same seat. Such primary election date shall be set in accordance with Section 100.061, Florida Statutes for that year for each seat on the city commission which shall become vacant in accordance with Sec. 14 of this Charter. If at the primary election, a candidate receives a majority of all votes cast, he or she shall be declared elected of office and his or her name shall not be placed on the ballot in the general election. In the event that a candidate does not receive a majority of all the votes cast in the primary election, then the names of the candidates placing first and second shall be placed on the ballot in the general election.

Sec. 41. - Elections: General.

Beginning with the ~~year 2019~~ next election after adoption:

~~A regular or general election of candidates or nominees to the office of city commissioner shall be held every even-numbered year on the same day as Florida's General Election~~ When two (2) candidates are running for the same elective office, the general election date shall be set according to Section 100.031, Florida Statutes for that year for each seat on the city commission which shall become vacant ~~on the second Monday in November of the same year, or when the newly elected city commissioners assume the duties of office~~ in accordance with Sec. 14 of this Charter, unless all vacancies have been determined by the primary election in accordance with Sec. 40 of this Charter. The candidate or nominee receiving the ~~plurality~~ majority of votes cast for each seat at such general election shall be declared elected. In the event of a tie between two candidates in the general election the candidates shall draw lots in accordance with Florida Statutes to determine the winner.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 proposing amending the Charter of the City of Atlantic Beach; submitting the amendments to the Charter for consideration by the electors; and providing for the appearance of the Charter Amendments on the ballot.

SUBMITTED BY: Donna L. Bartle, City Clerk

TODAY'S DATE: June 26, 2024

MEETING DATE: July 8, 2024

BACKGROUND: On Jan. 23, 2023, the City Commission established the Charter Review Committee by Resolution No. 23-02 to conduct a comprehensive review of the City Charter. The Committee held public meetings, received public input, and conducted a thorough review of the City Charter.

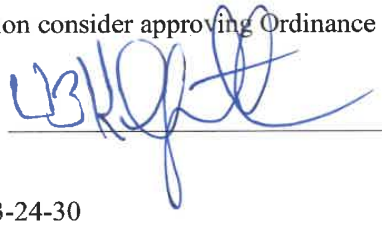
On April 24, 2024, the Charter Review Committee submitted its Final Report, which includes proposed amendments to the City Charter, to the City Commission; and, at a May 20, 2024, joint workshop with the Charter Review Committee, the City Commission agreed by consensus to direct staff to draft a resolution for the Commission's consideration on May 28, 2024.

On May 28, 2024, the City Commission adopted Resolution No. 24-28 accepting the Charter Review Committee's Final Report and directing staff to draft ordinances for City Commission consideration moving the Charter Amendment proposals forward.

On June 24, 2024, the City Commission approved Ordinance Nos. 33-24-25, 33-24-26, 33-24-27, 33-24-28, 33-24-29 and 33-24-30 on first reading. The second readings and public hearings are on July 8, 2024.

BUDGET: NA

RECOMMENDATION: Commission consider approving Ordinance No. 33-24-30.

REVIEWED BY CITY MANAGER: 

ATTACHMENT: Ordinance No. 33-24-30

ORDINANCE NO. 33-24-30

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF ATLANTIC BEACH ARTICLE XVIII, WHEN ACT TAKES EFFECT AND PERIODIC REVIEW, SEC. 81 – PERIODIC REVIEW; SUBMITTING THE AMENDMENTS TO THE CHARTER FOR CONSIDERATION BY THE ELECTORS OF THE CITY FOR APPROVAL OR DISAPPROVAL; PROVIDING FOR THE APPEARANCE OF THE CHARTER AMENDMENTS ON THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach, Florida, after receiving input from the Charter Review Committee and from its citizens, finds that the proposed amendments to the City Charter as attached to this Ordinance should be submitted to the qualified electors of the City of Atlantic Beach for consideration; and

WHEREAS, the City of Atlantic Beach, appreciates the diligent efforts of the Charter Review Committee comprised of: Bruce Andrews, Debbie Buckland, Charles "Chip" Drysdale, Kelly Elmore, Ellen Golombek, Kirk Hansen, Mitchell Reeves, Suzanne Shaughnessy, Jennifer Lagner, Dawn Scott, Steve Swann, and Donald Young pursuant to and under the Chairmanship of William "Bill" Gulliford; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida finds that the adoption of this Ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED by the City Commission on behalf of the people of the City of Atlantic Beach, Florida:

SECTION 1. Proposed Amendments to Charter. The City Commission of the City of Atlantic Beach, Florida hereby proposes the following amendments to the City Charter:

Article XVIII – When Act Takes Effect and Periodic Review

Sec. 81 – Periodic review, to: (i) clarify that the placement of any charter amendments that are generated through this process are voted on in the general election (rather than the primary election), (ii) change the appointment of the charter review committee to February (rather than January) to allow newly elected Commissioners time to plan, and (iii) change resolution to ordinance since the Commission places amendments on the ballot by ordinance (not resolution),

all as set forth in Exhibit A attached hereto and incorporated herein by reference, which, if approved by the qualified electors of the City, would replace the former provisions of Section 81 of the City Charter.

SECTION 2. Submission of Charter Amendments to Public Referendum. The amendments to the Charter of the City of Atlantic Beach, Florida set forth in the attached Exhibit A shall be submitted to public referendum at the next general election held in the City of Atlantic Beach, Florida for approval or disapproval by the qualified electors of the City.

SECTION 3. Appearance of Charter Amendments on Ballot.

a. The ballot title to be used in said election shall be as follows:

PROPOSED AMENDMENTS TO THE ATLANTIC BEACH CITY CHARTER TO MODIFY CHARTER REVIEW COMMITTEE PROCEDURES

b. The ballot summary shall be as follows:

Shall the City Commission charter review committee procedures set forth in Section 81 of the Atlantic Beach City Charter be modified to clarify that the placement of any charter amendments are voted on in the general election (rather than the primary election), to change the appointment timing of the charter review committee members to February (rather than January), and to change the legislative manner in which the City Commission considers charter amendments from resolution to ordinance, be adopted?

Below the summary shall appear the following:

YES _____ NO _____

SECTION 4. Effective Date. The proposed amendments to the Charter of the City of Atlantic Beach shall become effective upon approval by the electors of the City and shall be filed with the Florida Department of State as required by law.

PASSED by the City Commission on first reading, this ___ day of June, 2024.

PASSED by the City Commission on second and final reading, this ___ day of July, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

ATTEST:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Proposed Amendments to Section 81 of Article XVIII of the City Charter

CITY OF ATLANTIC BEACH

CHARTER

ARTICLE XVIII. – WHEN ACT TAKES EFFECT AND PERIODIC REVIEW

***

Sec. 81. Periodic review

A Charter Review Committee consisting of at least nine (9) and no more than fifteen (15) electors of the City shall be appointed by the City Commission every eight (8) years to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the ~~regular~~ general municipal election ballot.

The City Commission shall appoint the Charter Review Committee in ~~January~~ February of the year immediately preceding the election with a definite and specific charge. The Charter Review Committee shall meet for the purpose of organization within thirty (30) days after the appointments have been made. The Charter Review Committee shall elect a chair and vice chair from among its membership. Further meetings of the Charter Review Committee shall be held upon the call of the chair or a majority of the members of the Charter Review Committee. All meetings shall be open to the public. No Charter amendment or revision shall be submitted to the electorate for adoption unless favorably voted upon by a majority of the entire membership of the Charter Review Committee.

No later than one-hundred and eighty (180) days prior to the ~~regular~~ general municipal election, the Charter Review Committee shall deliver to the City Commission the proposed amendments or revisions, if any, to the City Charter. Each proposed amendment shall embrace but one subject and matter directly connected therewith. The City Commission may by ~~resolution~~ ordinance place such amendments or revisions as approved by the Charter Review Committee on the next regular municipal election ballot. If a majority of the electors voting on the amendments or revisions favor adoption, such amendments or revisions shall become effective on January 1 of the succeeding year or such other time as the amendment or revision shall provide.

Words ~~stricken~~ are deletions; words underlined are additions.

CITY OF ATLANTIC BEACH
PROCEDURES FOR APP 24-0001
APPEAL FROM DENIAL OF VARIANCE ZVAR 24-0005
BY COMMUNITY DEVELOPMENT BOARD
1743 Seminole Road

Pursuant to 24-49(b) of the Land Development Regulations (LDR) attached, appeals from a decision of the Community Development Board (CDB) may be made to the City Commission by any adversely affected person(s), or any officer, board or department of the City and must set forth how the decision being appealed is in conflict with or in violation of the LDR, in whole or in part, and specify the grounds of the conflict or violation. Appeals of a CDB decision to the Commission are *de novo*, meaning that the appeal hearing proceeds from the beginning, as if the prior hearing at the CDB had not occurred.

Quasi-judicial proceedings, such as rezonings, uses by exception, variances, waiver requests, and appeals are not controlled by strict rules of evidence and procedure, but certain standards of basic fairness must be adhered to in order to afford due process. In quasi-judicial hearings, the parties must be able to present evidence, cross-examine witnesses and be informed of all of the facts upon which the Commission acts. The hearing must be fair and impartial and contain the following requirements:

- Notice per § 24-51(k), LDR.
- Quasi-judicial hearings can be very informal. The record must be made at the hearing and the parties must be able to comment on the evidence or to introduce contrary evidence.
- Written decision. The decision must be based on the record as it is produced at the hearing and should include an analysis of the applicable statutes, ordinances, regulations and policies as well as the facts.
- Fairness protections require an unbiased decision maker and decisions are to be based on information presented at the hearing and made a part of the record.

Suggested Procedure for Appeal Hearings:

- Mayor to Open Public Hearing.
- City Attorney – Procedural reminders/correspondence made part of record.
- Disclosure by the Commission members of any ex parte communications (per Resolution 95-26, each Commissioner must disclose the subject of the communication and the identity of the person, group or entity who made the communication before final action).
- Staff presents an overview of the subject matter and timeline of the application and basis for decision by CDB.
- Commission questions for Staff, if any.
- Applicant, and/or representatives/legal counsel, if applicable, present the request and support for approving the variance request and Applicant's witnesses, if any, make presentations.
- Commission questions for Applicant/witnesses, if any.
- Public comments – 3 or 5 minutes, depending on number of speaker cards submitted to Clerk.
- Closing comments/rebuttal by Applicant (may include cross-examination if requested).
- Mayor closes Public Hearing.
- Commission deliberation and action, based on provisions set forth in Section 24-65 (c), Land Development Regulations, Variances (attached), which will be memorialized in a written order.
- Commission may approve, approve with conditions or deny the variance request.
  - Per Section 24-65 (c), a variance may be approved if the Commission finds that one (1) or more of the following factors exists to support an application for a variance:
  (1) Exceptional topographic conditions of or near the property.
  (2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.
  (3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.
  (4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.
  (5) Irregular shape of the property warranting special consideration.
  (6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

REFERENCED CODE SECTIONS

Sec. 24-49. - Appeals.

Appeals of administrative decisions made by the planning and community development director and appeals of final decisions of the community development board may be made by adversely affected person(s) in accordance with the following provisions. Appeals shall be heard at a public hearing within a reasonable period of time with proper public notice, as well as due notice to the interested parties as set forth in section 24-51 hereof. At the hearing, any party may appear in person, by agent or by attorney.

(a) *Appeals of administrative decisions of the planning and community development director.* Appeals of a decision of the planning and community development director may be made to the city commission by any adversely affected person(s), or any officer, board or department of the city affected by a decision of the planning and community development director made under the authority of this chapter.

Such appeal shall be filed in writing with the city clerk within thirty (30) days after rendition of the final order, requirement, ruling, decision or determination being appealed.

The planning and community development director shall, upon notification of the filing of the appeal, transmit to the city commission, all the documents, plans, or other materials constituting the record upon which the action being appealed was derived. A duly noticed public hearing, which shall be de novo, will be held by the city commission at a date and time set by the city manager or his/her designee, shall be scheduled within ten (10) business days from the date the appeal is filed.

(b) *Appeals of decisions of the community development board.* Appeals of a decision of the community development board may be made to the city commission by any adversely affected person(s), any officer, board or department of the city affected by any decision of the community development board made under the authority of this chapter. Such appeal shall be filed in writing with the city clerk within thirty (30) days after rendition of the final order, requirement, decision or determination being appealed. The appellant shall present to the city commission a petition, duly verified, setting forth that the decision being appealed is in conflict with or in violation of this chapter, in whole or in part, and specifying the grounds of the conflict or violation. A duly noticed public hearing, which shall be de novo, will be held by the city commission at a date and time set by the city manager or his/her designee, shall be scheduled within ten (10) business days from the date the appeal is filed.

(c) *Stay of work.* An appeal to the city commission shall stay all work on the subject premises and all proceedings in furtherance of the action appealed, unless the administrator shall certify to the city commission that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings or work shall not be stayed except by order, which may be granted by the city commission after application to the officer from whom the appeal is taken and on due cause shown.

Sec. 24-65. - Variance.

- **Sec. 24-65. - Variances.**

The community development board is authorized to grant relief from the strict application of certain land development regulations where, due to an exceptional situation, adherence to the land development regulations results in "exceptional practical difficulties or undue hardship" upon a property owner. Examples of land development standards for which a variance may be authorized include but are not limited to:

- Parking standards
- Drive aisle width
- Setbacks
- Landscaping
- Fence height
- Impervious surface

However, variances are not authorized to reduce minimum lot area, minimum lot width or lot depth, nor increase maximum height of buildings as established for the various zoning districts. Further, a variance shall not modify the permitted uses or any use terms of a property.

In most cases, exceptional practical difficulties or undue hardship results from physical characteristics that make the property unique or difficult to use. The applicant has the burden of proof. The community development board must determine that granting the request would not cause substantial detriment to the public good and would not be inconsistent with the general intent and purpose of the land development regulations.

A variance may be sought in accordance with this section. Applications for a variance may be obtained from the community development department.

(a) *Application.* A request for a variance shall be submitted on an application form as provided by the city and shall contain each of the following:

(1) A legal description of the property for which the variance is requested.

(2) A reasonable statement describing the reasons and justification for the variance.

(3) A survey or lot diagram indicating setbacks; existing and proposed construction, as well as other significant features existing on the lot.

(4) The signature of the owner, or the signature of the owner's authorized agent. Written and notarized authorization by the owner for the agent to act on the behalf of the property owner shall be provided with the application.

(b) *Public hearing.* Upon receipt of a complete and proper application, the planning and community development director shall within a reasonable period of time schedule the application for a public hearing before the community development board following required public notice as set forth in section 24-51. At the public hearing, the applicant may appear in person and/or may be represented by an authorized agent.

(1) Applications for a variance shall be considered on a case-by-case basis and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section.

(2) The community development board shall not grant a variance, which would allow a use that is not a permitted use, or a permitted use-by-exception in the applicable zoning district. In the case of an application for a use-by-exception that is considered concurrently with an application for a variance, approval of the variance shall be contingent upon approval of the use-by-exception by the community development board. In the event, that the use-by-exception is denied by the community development board, any approved variance shall be rendered null and void.

(3) The community development board shall not approve any variance that would allow a use that is prohibited by the terms of this chapter or by the comprehensive plan.

(4) The nonconforming use of adjacent or neighboring lands, structures or buildings shall not be considered as justification for the approval of a variance.

(5) Variances shall not be granted solely for the personal comfort or convenience, for relief from financial circumstances, or for relief from situations created by the property owner.

(c) *Grounds for approval of a variance.* The community development board shall find that one (1) or more of the following factors exist to support an application for a variance:

(1) Exceptional topographic conditions of or near the property.

(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.

(3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.

(4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.

(5) Irregular shape of the property warranting special consideration.

(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

In the event the community development board finds that none of the above exist, then the community development board shall deny the variance.

(d) *Approval of a variance.* To approve an application for a variance, the community development board shall find that the request is in accordance with the preceding terms and provisions of this section and that the granting of the variance will be in harmony with the purpose and intent of this chapter. In granting a variance, the community development board may prescribe appropriate conditions in conformance with and to maintain consistency with city Code. Violation of such conditions, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter, and shall be subject to established code enforcement procedures.

(e) *Approval of lesser variances.* The community development board shall have the authority to approve a lesser variance than requested if a lesser variance shall be more appropriately in accord with the terms and provisions of this section and with the purpose and intent of this chapter.

(f) *Nearby nonconformity.* Nonconforming characteristics of nearby lands, structures or buildings shall not be grounds for approval of a variance.

(g) *Waiting period for re-submittal.* If an application for a variance is denied by the community development board, no further action on another application for substantially the same request on the same property shall be accepted for three hundred sixty-five (365) days from the date of denial.

(h) *Time period to implement variance.* Unless otherwise stipulated by the community development board, the work to be performed pursuant to a variance shall begin within twelve (12) months from the date of approval of the variance. The planning and community development director, upon finding of good cause, may authorize a one-time extension not to exceed an additional twelve (12) months, beyond which time the variance shall become null and void.

(i) *Transferability.* A variance, which involves the development of land, shall be transferable and shall run with the title to the property unless otherwise stipulated by the community development board.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

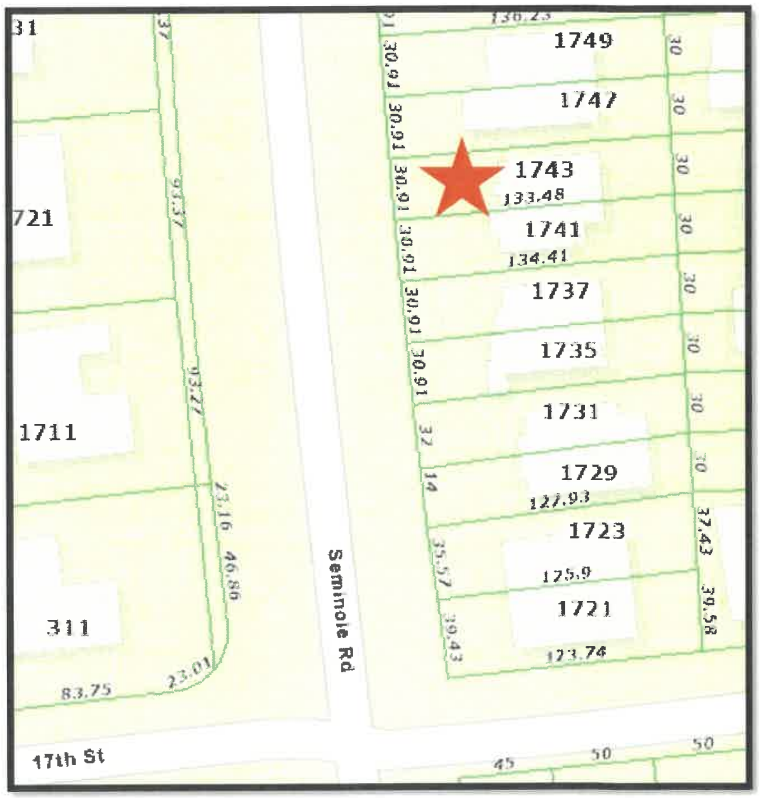
AGENDA ITEM: APP24-0001 (Appeal of a decision of the Community Development Board for variance ZVAR24-0005 for 1743 Seminole Road)

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

TODAY'S DATE: June 27, 2024

MEETING DATE: July 8, 2024

BACKGROUND: Zach Miller, the attorney representing the property owner of 1743 Seminole Road is appealing the final decision of the Community Development (CDB) for variance ZVAR24-001 made on April 22, 2024.



On April 16, 2024 a public hearing was held and said request was considered by the City of Atlantic Beach Community Development Board (CDB). Having considered the application, supporting documents and comments from members of the public, the Community Development Board **DENIED** the approval of the variance. The Community Development Board made a motion to deny the variance, the motion to deny passed with a vote of 5-2. The CDB found that the request did not meet any grounds from Section 24-65(c) of the Land Development Regulations establishing grounds for approval of a variance.

The applicant was seeking a variance from section 24-107 (e) to construct a two-story addition to the front of their townhouse unit, along the shared property line. The addition would be 0 feet from the shared lot line and over 10 feet from the opposite side lot line.

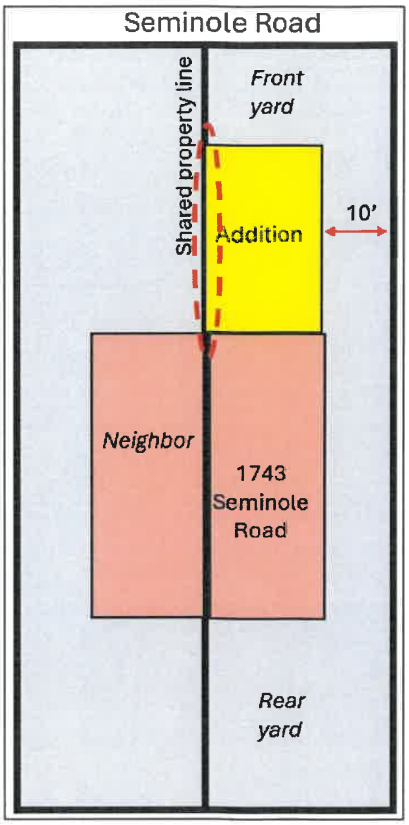
Although the property was developed as a townhouse, any **additions must meet the required setbacks** therefore, the property would need a variance to waive the setback on the shared property line.

Additionally, the proposed work will need to meet all other applicable code requirements, including impervious surface area.

This townhome property is located on the east side of Seminole Road approximately 250 feet north of 17th Street in the Residential, General, Two-Family (RG) zoning district. Over half of the block is developed as townhomes. Most of the townhomes have slightly offset front walls from each other and large front yards.

The proposed addition would be approximately 22' in front of the adjacent townhome. These are long deep lots with the townhomes set approximately 53 feet back from the property line.

The Community Development Board has recently heard several variance cases seeking a setback variance for the shared property line however, all the cases have been for additions to the rear of the townhomes.



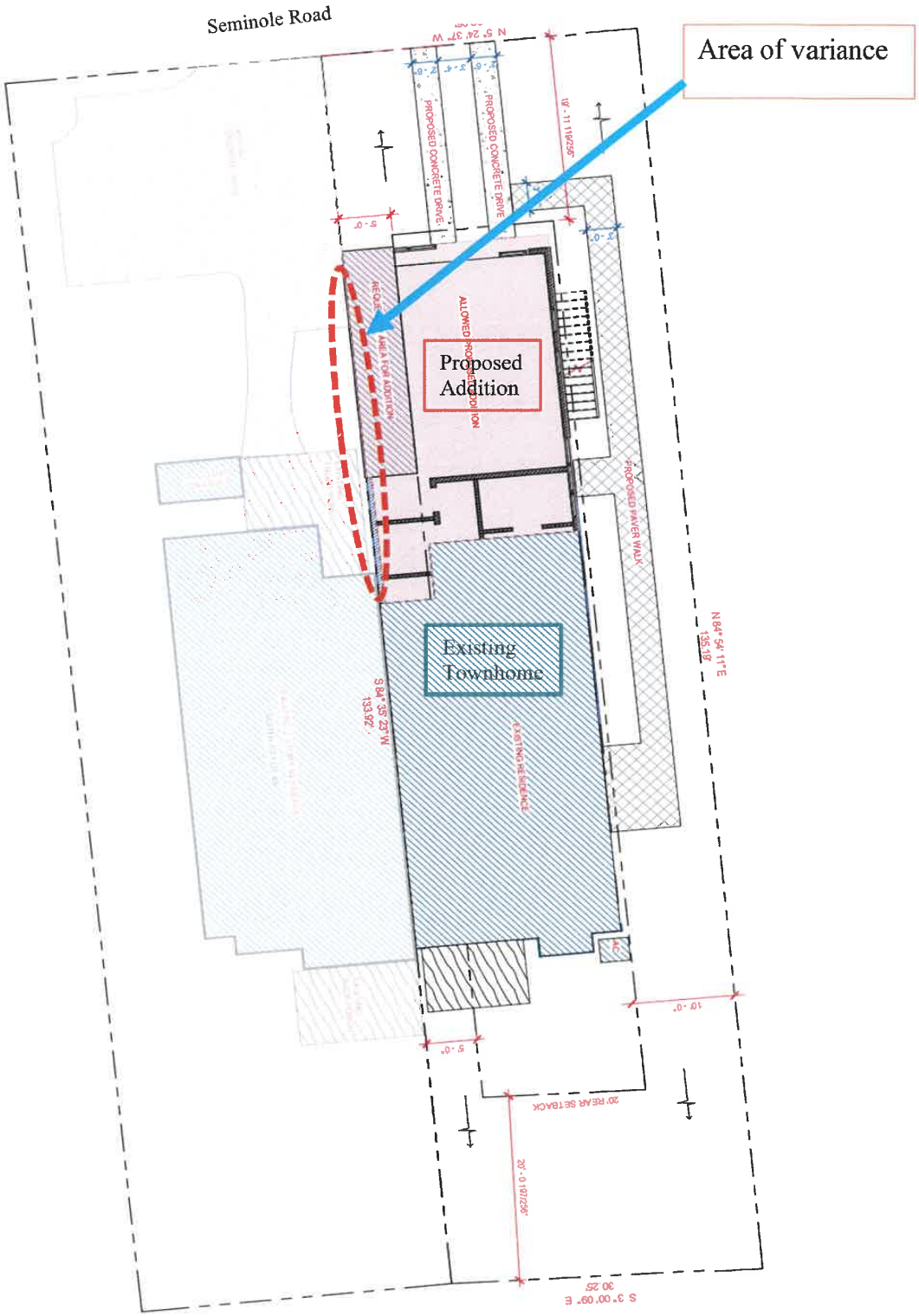


Chapter 24. Since this is a de novo proceeding, Commission must review the appeal under the criteria set forth in section 24-65(c) variances.

VARIANCE REQUEST: The request for the variance is to reduce the shared townhouse lot line to zero in order to add an addition to the front of the townhome.

Section 24-107 (Residential, two-family district -RG) requires a combined side yard setback of 15' with a minimum of 5'. The application is proposing to have a 10' exterior side yard with the proposed addition built up to the shared property line therefore, it would not meet the minimum 5' setback.

Section 24-65 authorizes the ability to grant relief from the strict application of certain land development regulations where, due to an exceptional situation, adherence to the land development regulations results


Seminole Road
Area of variance
Proposed Addition
Existing Townhome
PROPOSED CONCRETE DRIVE
PROPOSED CONCRETE DRIVE
AREA FOR ADDITION
ALLOWED PROJECTION
PROPOSED PAVER WALK
EXISTING RESIDENCE
20' REAR SETBACK
N 84° 54' 11" E
135.19'
S 84° 35' 23" W
133.92'
S 3° 00' 09" E
30.25'

in "exceptional practical difficulties or undue hardship" upon a property owner. Examples relief include setbacks, impervious surface area, parking standards, fence heights, etc. "In most cases, exceptional practical difficulties or undue hardship results from physical characteristics that make the property unique or difficult to use. The applicant has the burden of proof."

BUDGET: None

RECOMMENDATION: Review and vote on APP24-0001 (an approval of the appeal would approve ZVAR24-0005 and a denial would not approve ZVAR24-0005)

REQUIRED ACTION:
The Commission may consider a **motion to approve APP24-0001/ ZVAR24-0005** request for a variance from Section 24-107 to reduce the minimum side yard setback for the addition to zero feet on the shared property line, upon finding this request is consistent with the definition of a variance, and pursuant to Section 24-65(c) in the Land Development Regulations below:

1) Exceptional topographic conditions of or near the property.
(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.
(3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.
(4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.
(5) Irregular shape of the property warranting special consideration.
(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

Or,

The Commission may consider a **motion to deny APP24-0001/ZVAR24-0005**, request for a variance from Section 24-107 to reduce the minimum side yard setback for the addition to zero feet on the shared property line, upon finding this request does not meet any of the criteria set forth in section 24-65(c) nor is consistent with the definition of a variance.

ATTACHMENT(S):
Appeal Application
Section 24-107 in the Land Development Code
CDB staff report
Variance Application
CDB Meeting Minutes

REVIEWED BY CITY MANAGER: 

REQUEST FOR APPEAL

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

FOR INTERNAL OFFICE USE ONLY
FILE # APP24-0001

☒ $300.00 Application Fee

SITE INFORMATION

ADDRESS 1743 Seminole Road

SUBDIVISION Ocean Grove BLOCK n/a LOT 48 Unit 2

RE# 169640 0000 ☒ RESIDENTIAL ☐ COMMERCIAL ☐ OTHER

APPLICANT INFORMATION

NAME Nicole Kathryn Habl-Postlethwaite and Hartley Albert Postlewaite, V, as co-trustees of the Hartley A. Postlewaite, V Living Trust u/A/D 2/8/2018, as amended EMAIL zwmillerlaw@gmail.com

ADDRESS 320 Legend Trail CITY Vero Beach STATE FL ZIP CODE 32963

PROPERTY LOCATION Seminole Road just north of 17th Street PHONE # (904) 651-8958 CELL # same

RE# Same LOT/PARCEL SIZE 0.09 ZONING CODE RG

WHAT ISSUE ARE YOU APPEALING? Denial of Variance (ZVAR24-0005)

PLEASE TELL US IN DETAIL WHY YOU ARE APPEALING:

Please see attached.

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

SIGNATURE OF APPLICANT — Zachary Miller, Esq (as agent for owner) PRINT OR TYPE NAME — 5/16/24 DATE

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

Signed and sworn before me on this 16th day of May, 2024 by

State of Florida

County of Duval

Identification verified:

Oath Sworn: ☒ Yes ☐ No

Notary Signature

My Commission expires

Notary Public State of Florida
Michelle Shelor
My Commission
HH 248287
Exp. 5/17/2026

23 REQUEST FOR APPEAL 07.08.2019

BACKGROUND

This appeal concerns the denial by the Atlantic Beach Community Development Board (the "CDB") of a variance application (the "Application") for an existing home located at 1743 Seminole Road (the "Property").

The home on the Property was constructed in 1975 as a zero-lot line townhome.

The appellant presents this verified petition to the City Commission setting forth that the denial of the Application by the CDB conflicts with/and is in violation of the relevant portions of the LDC.

Specifically, on April 16, 2024, the CDB, denied the requested variance. Per Section 24-65, LDC, the CDB was required to grant the variance if there is competent substantial evidence that the proposed variance met one (1) of the criteria set forth below. Respectfully, there was competent substantial evidence that the Application meets the applicable criteria.

VARIANCE CRITERIA

Per Section 24-65(c), the CDB shall find **that one (1) or more** of the following factors exist to support an application for a variance:

(1) Exceptional topographic conditions of or near the property.

(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.

(3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.

(4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.

(5) Irregular shape of the property warranting special consideration.

(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

The proposed variance will not decrease any of the existing side yard setbacks, but will allow for an addition that has similar side yard setbacks as other homes in the area.

The proposed addition is similar in mass, scale, and setbacks to several homes in the immediate area. In particular, several homes in the area feature attached and detached structures which protrude towards the front yard property line, and which do not comply with the required 15 foot side yard setback. In fact, the CDB approved a variance for side yard setbacks of 0 and 7 feet for property located approximately 350 feet from the Property at the same public hearing. (See 38

17th Street ZVAR24-0004). Clearly, such an addition has been and continues to be considered a reasonable use of substandard lots in this area.

The Property is a substandard lot of record created prior to the current setback requirements applicable to the RG zoning district. The proposed variance will not decrease any setback but will allow an addition which is consistent with the setbacks other homes constructed at the time.

AGENT AUTHORIZATION

May 16 2024

To Whom It May Concern:

This letter is to authorize Zach Miller, Esq. to sign and act as agent for submittal, amendment and approval of applications for variances and related appeals for properties with the following real estate numbers: 169640 0000.

By: _____

Name: Nicole Hall Positeltwait

Title: Co-Trustee Hartley Apostleship Trust

COUNTY OF ~~DUVAL~~ Indian River
STATE OF FLORIDA

The foregoing was acknowledged before me this 16th day of May 2024 by Nicole E Kathryn Hall-Positeltwait as ~~Co-Trustee~~ SOLE of Co Trustee on behalf of the Hartley Apostleship Trust. He/She is personally known to me or produced Florida Driver license as identification.

Notary Public Signature

Print Name: Anthony Rinella

Commission Expires: 9/5/2027

ANTHONY RINELLA
Notary Public - State of Florida
Commission # HH 440298
My Comm. Expires Sep 5, 2027

CDB ORDER
ZVAR24-005

City of Atlantic Beach
Community Development Dept.
800 Seminole Road
Atlantic Beach, Florida 32233
Telephone (904) 247-5826
http://www.coab.us

Order of the Community Development Board

APPLICANT: Nicole Kathryn Habl-Postlethwaite
1743 Seminole Road (RE #169640-0000)
Atlantic Beach, FL 32233

FILE NUMBER: ZVAR24-0005

DATE OF PUBLIC HEARING: April 16, 2024

ORDER DENYING VARIANCE

The above referenced applicant requested a variance as permitted by Section 24-65, from Section 24-107(e)(3) to reduce the side yard setback on the shared side lot line from five (5) feet to zero (0). The applicant is proposing to build a garage addition in the front yard of an existing townhouse.

On April 16, 2024 a public hearing was held and said request was considered by the City of Atlantic Beach Community Development Board (CDB). Having considered the application, supporting documents and comments from members of the public, the Community Development Board **DENIED** the approval of the variance. The Community Development Board made a motion to deny the variance, the motion to deny passed with a vote of 5-2. The CDB found that the request did not meet any grounds from Section 24-65(c) of the Land Development Regulations establishing grounds for approval of a variance.

Per Section 24-65(g), no further action on another application for substantially the same request (same location) on the same property shall be accepted for three hundred sixty-five (365) days from the date of the denial.

Appeals of a decision of the Community Development Board may be made to the City Commission by any adversely affected person(s). Such appeal shall be filed in writing with the City Clerk within thirty (30) days after rendition of this Order. The appellant shall present to the City Clerk a petition duly verified, setting forth that the decision being appealed is in conflict with or in violation of Chapter 24, Zoning, Subdivision and Land Development Regulations for the City of Atlantic Beach, in whole or in part, and specifying the grounds of the conflict or violation. The petition shall be presented to the City Commission within thirty (30) days after the filing of the appeal with the City Clerk.

The undersigned certifies that the above Order of the Community Development Board is a true and correct rendition of the Order adopted by said Board as appears in the record of the Community Development Board minutes.

DATED THIS 17TH DAY OF APRIL 2024.

Amanda L. Askew
Planning and Community Development Director

STAFF REPORT

CITY OF ATLANTIC BEACH
COMMUNITY DEVELOPMENT BOARD
STAFF REPORT

AGENDA ITEM	**4.C**
CASE NO.	**ZVAR24-0005** *Request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road.*
LOCATION	**1743 Seminole Road**
APPLICANT	**Postlethwaite**
DATE	**April 16, 2024**
STAFF	**Amanda Askew, Director of Planning and Community Development**

STAFF COMMENTS

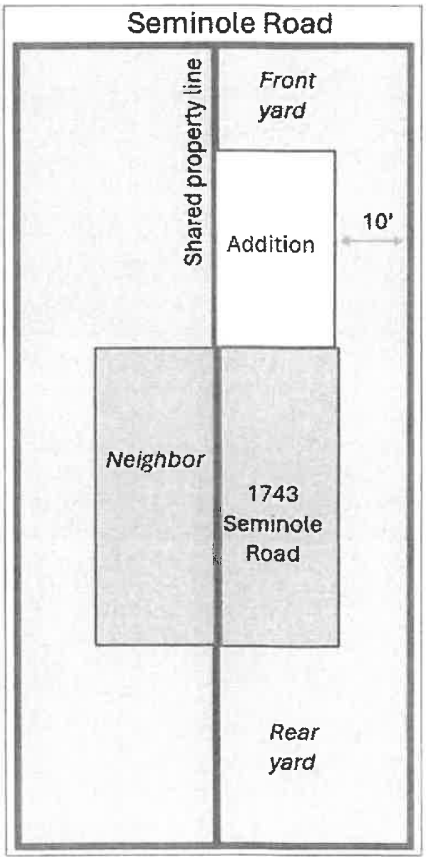
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The applicant is proposing to construct a two-story addition to the front of their townhouse unit, along the shared property line. The addition would be 0 feet from the shared lot line and over 10 feet form the opposite side lot line.

Although the property was developed as a townhouse, any additions must meet the required setbacks. Additionally, the proposed work will need to meet all other applicable code requirements, including impervious surface area.

In general, property setbacks are established for reasons including air, ventilation, sunlight, sound, privacy, fire codes, property values, and neighborhood character/design.

Required Setback	Proposed
Front: 20 feet	20 feet
Rear: 20 feet	20+ feet
Sides: 15 feet, min. 5'	0' and 10'



ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

(1) ***Exceptional topographic conditions of or near the property.***
(2) ***Surrounding conditions or circumstances impacting the property disparately from nearby properties.***
(3) ***Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.***
(4) ***Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements to the property.***
(5) ***Irregular shape of the property warranting special consideration.***
(6) ***Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.***

REQUIRED ACTION

The Community Development Board may consider a **motion to approve ZVAR24-0005**, request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road, upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below.

> *A variance may be granted, at the discretion of the Community Development Board, for the following reasons:*
>
> *(1) Exceptional topographic conditions of or near the property.*
> *(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.*
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Or,

The Community Development Board may consider a **motion to deny ZVAR24-0005**, request for a variance from Section 24-108(e)(3) at 38 17th Street.

DEED

Doc # 2023220313, OR BK 20849 Page 2345, Number Pages: 2,
Recorded 10/24/2023 02:35 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $18.50 DEED DOC ST $3850.00

PREPARED BY, RECORD AND RETURN TO:
Osborne & Sheffield Title Services, LLC
4776 Hodges Boulevard, Suite 206
Jacksonville, Florida 32224

File #: 2023-234S

Parcel Identification Number:
169640-0000

WARRANTY DEED

THIS WARRANTY DEED made effective the 17th day of October, 2023, by Christa F. Figgins, a married woman, conveying property which is not her constitutional homestead, hereinafter called Grantor, whose post office address is 305 NE 1st Street., Apt. 103, Oklahoma City, Oklahoma 73104, to Nicole Kathryn Habl-Postlethwaite and Hartley Albert Postlethwaite, V as Co-Trustees of the Hartley A. Postlethwaite, V Living Trust U/A/D 2/8/2018 as amended, hereinafter called Grantee, and whose post office address is 320 Legend Trail, Vero Beach, Florida 32963.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee the following described land situate, lying and being in the County of Duval, State of Florida, to-wit:

North 1/2 of Lot Forty-Eight (48), OCEAN GROVE – UNIT NO. 2, according to the plat thereof as recorded in Plat Book 20, Page 20, of the current Public Records of Duval County, Florida.

SUBJECT TO taxes accruing subsequent to December 31, 2022.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

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

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

Warranty Deed (Individual)

NotaryCam Doc ID 82765a31-8712-486b-bf44-a572e5d17fa5

https://notarycam.sendsafely.com/receive/?recipientCode=61FkHK0w0MrFX9mmSHndMem6XePdjJO8BhQlDe8wQ#keyCode=0Of-VE5_NMXma... 10/35 15

2023240313
Duval
10/24/23 2:37PM

PREPARED BY, RECORD AND RETURN TO:
Osborne & Sheffield Title Services, LLC
4776 Hodges Boulevard, Suite 206
Jacksonville, Florida 32224

File #: 2023-234S

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NotaryCam Doc ID: 82765a3f-8712-469b-bf44-a572e8d17fa5

https://notarycam.sendsafely.com/receive/?recipientCode=81FkHK0w0MrFX9mm5iHndMem6XsPcIjUO8BhQIDe8wQ#keyCode=0Of-VE5_NMXma.. 10/35

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness #1 signature
Shannon Ivy Colon
Witness #1 printed name

Witness #2 signature
Michael A. Nunez
Witness #2 printed name

Christa F. Figgins
Christa F. Figgins

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of online notarization, this 10 day of **October, 2023, by Christa F. Figgins, a married woman**, who is/are personally known to me, has/have produced a valid driver's license(s) or has/have produced Oklahoma Driver's License as identification.

MICHAEL A NUNEZ
Notary Public - State of Florida
Commission # GG 928251
My Comm. Expires Oct 31, 2023

Notary Public Michael A. Nunez
My Commission Expires: 10/30/2023
(Notary Seal)

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 82765a3f-8712-469b-bf44-a572e8d17fa5
https://notarycam.sendsafely.com/receive/?recipientCode=81FkHK0w0MrFX9mm5iHndMem6XsPcljUO8BhQlDe8wQ#keyCode=0Of-VE5_NMXma. 11/35

ORIGINAL APPLICATION

VARIANCE 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# VAR24-0005

APPLICANT INFORMATION

NAME Nicole Thwaites EMAIL NICOLEHABL@ATT.NET

ADDRESS 320 LEGEND TRL. CITY VERO BEACH STATE FL ZIP CODE 32963

PROPERTY LOCATION 1743 SEMINOLE ROAD PHONE # (904)616-4156 CELL # (904)616-4156

RE# 169640-0000 BLOCK # 20-20 09-25-29E .095 OCEAN GROVE WEST NO 2 LOT # N 1/2 OF LOT 48

LOT/PARCEL SIZE 4049 ZONING CODE 0100 SINGLE FAMILY UTILITY PROVIDER

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION RL

PROVISION FROM WHICH VARIANCE IS REQUESTED Section 24-107

"E" 11'3" SIDE YARD SETBACK

Homeowner's Association or Architectural Review Committee approval required for the proposed construction
☐ YES ☑ NO (if yes, this must be submitted with any application for a Building Permit)

Statement of facts and site plan related to requested Variance, which demonstrates compliance with Section 24-65 of the Zoning, Subdivision and Land Development Regulations, a copy of which is attached to this application. Statement and site plan must clearly describe and depict the Variance that is requested.

PROVIDE ALL OF THE FOLLOWING INFORMATION
(all information must be provided before an application is scheduled for any public hearing):

1. Proof of ownership: deed or certificate by lawyer or abstract or title company that verifies record owner as above.
2. 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.
3. Survey and legal description of property for which Variance is sought.
4. Required number of copies: One (1) digital copy - additional paper copy is optional.
5. Application fee of $300.00.

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

SIGNATURE OF APPLICANT — PRINT OR TYPE NAME Nicole Habl — DATE 3/25/2024

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

Signed and sworn before me on this 25th day of MARCH 2024 by NICOLE HABL

State of FLORIDA County of DUVAL

Identification verified: Personally Known

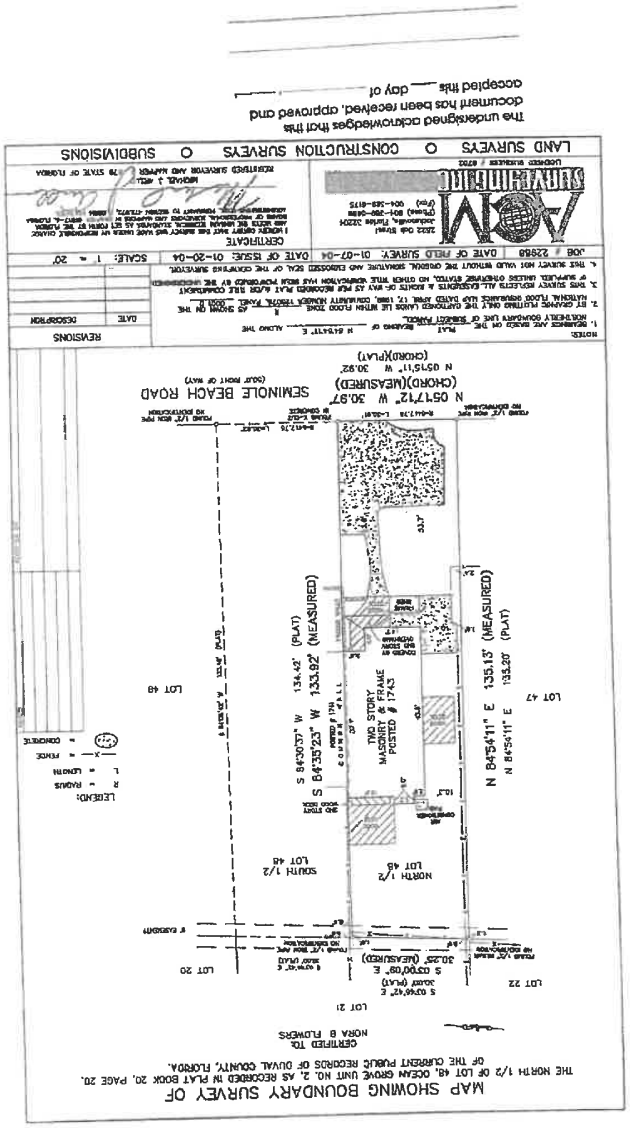
Oath Sworn: ☐ Yes ☐ No

WILLIAM L. POPE
MY COMMISSION # HH 412826
EXPIRES: October 19, 2027

William L. Pope
Notary Signature

My Commission expires

19 VARIANCE APPLICATION 08.25.2020


MAP SHOWING BOUNDARY SURVEY OF
THE NORTH 1/2 OF LOT 48, OCEAN GROVE UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGE 20, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
CERTIFIED TO:
NORA B FLOWERS
SEMINOLE BEACH ROAD
(CHORD)(MEASURED)
N 05°17'12" W 30.97'
(CHORD)(PLAT)
N 05°15'17" W 30.92'
LOT 48
LOT 47
LOT 22
LOT 21
LOT 20
SOUTH 1/2 LOT 48
NORTH 1/2 LOT 49
TWO STORY MASONRY & FRAME POSTED # 1743
S 84°35'23" W 133.62' (MEASURED)
S 84°30'57" W 134.42' (PLAT)
N 84°54'11" E 135.15' (MEASURED)
N 84°54'11" E 135.20' (PLAT)
S 03°09'09" E 30.25' (MEASURED)
S 03°09'09" E 30.00' (PLAT)
LEGEND:
R = RADIUS
L = LENGTH
X = FENCE
C = CONCRETE
REVISIONS
DATE
DESCRIPTION
SCALE: 1" = 20'
DATE OF ISSUE: 01-20-04
DATE OF FIELD SURVEY: 01-07-04
JOB # 22868
CERTIFICATE
LAND SURVEYS O CONSTRUCTION SURVEYS O SUBDIVISIONS
ACM SURVEYING INC
The undersigned acknowledges that this document has been received, approved and accepted this ____ day of _____, _____.

dig ARCHITECTURE

BOSCO HABL RESIDENCE

1743 SEMINOLE ROAD
ATLANTIC BEACH FL

ARCHITECT

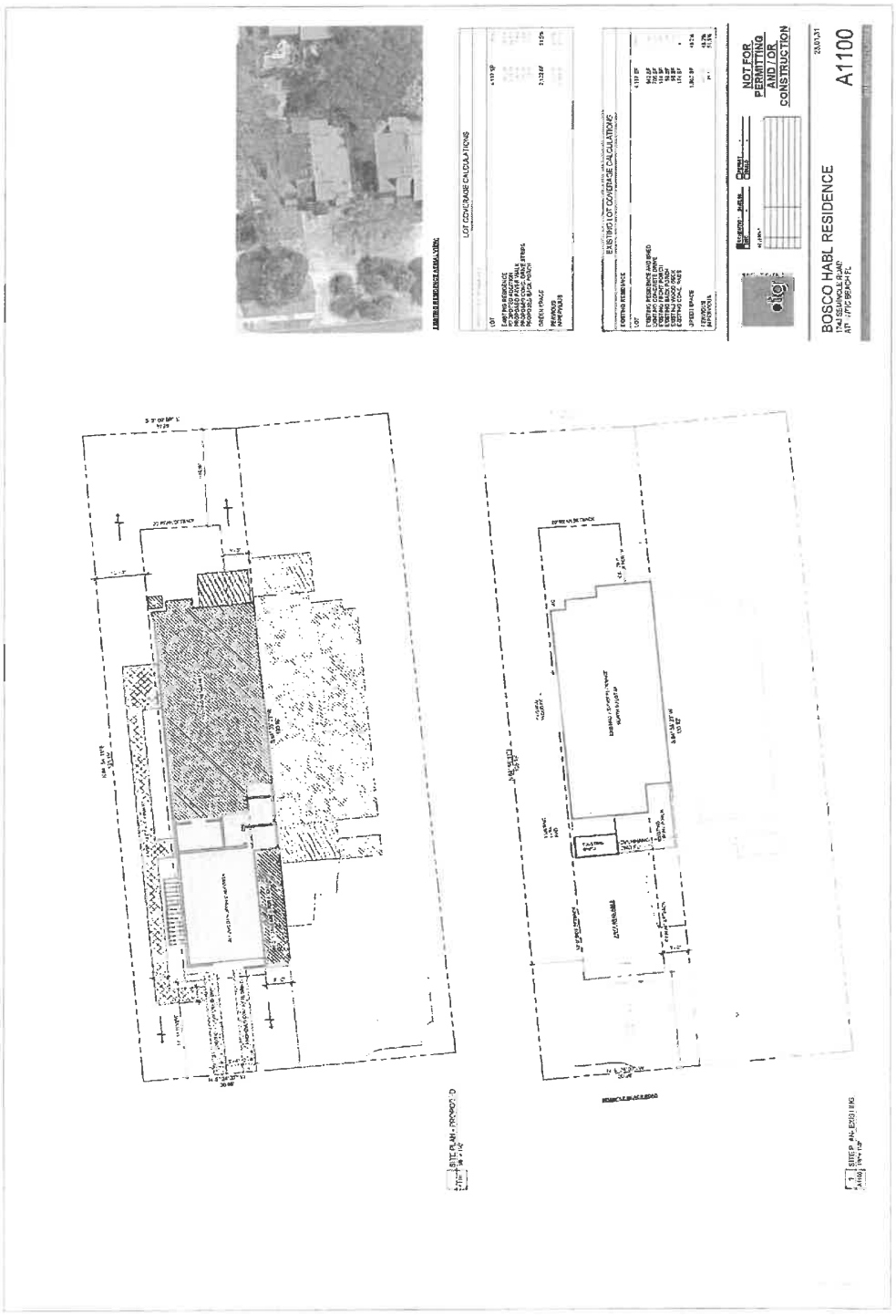
dig ARCHITECTURE LLC
13500 SUTTON PARK DR. SOUTH, SUITE 301
JACKSONVILLE, FL 32224
904-553-3898
www.dig-architecture.com

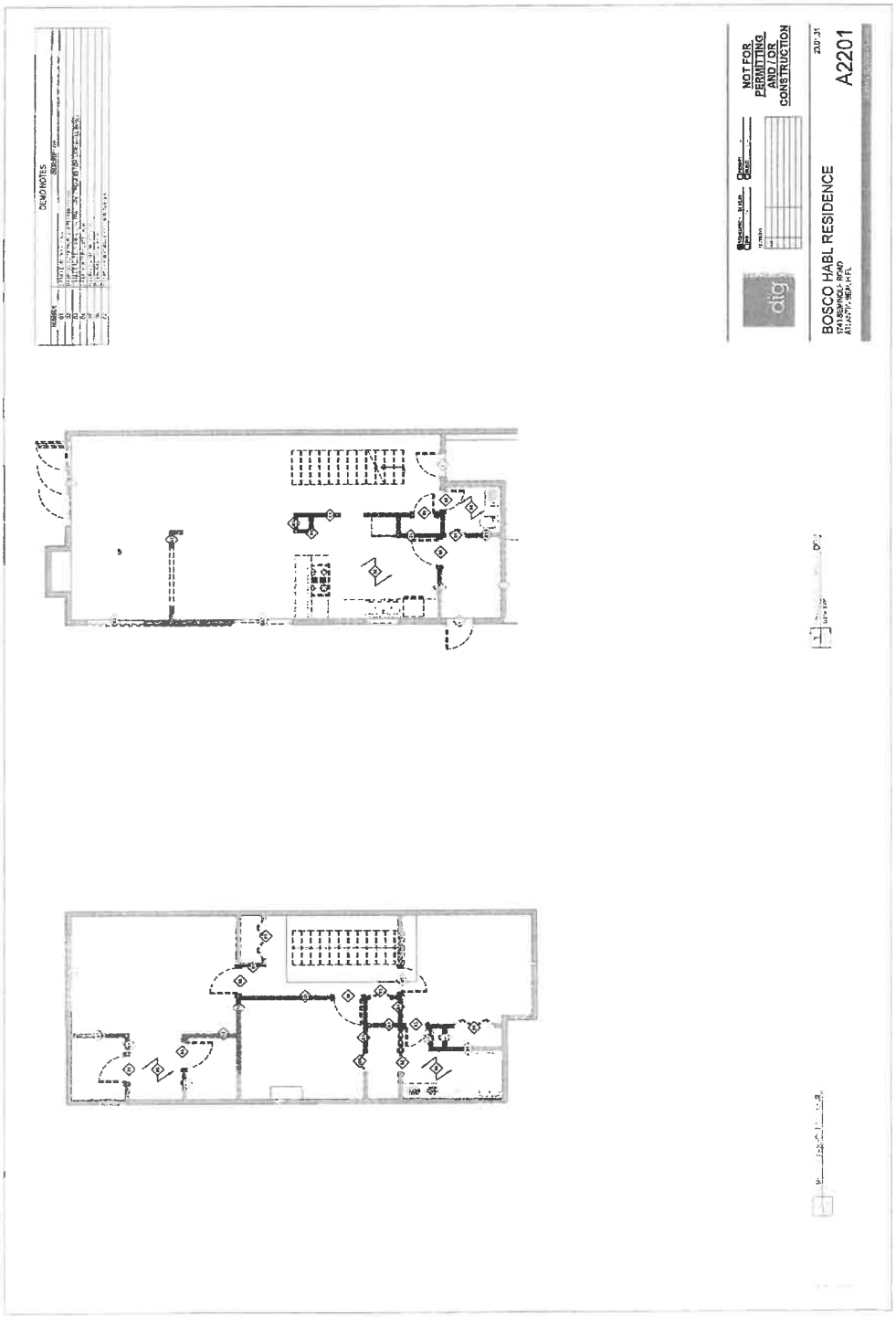
CLIENT

NICOLE HALB AND HARTLEY POSTLETHWAITE
1743 SEMINOLE ROAD
ATLANTIC BEACH FL

GENERAL CONTRACTOR

BOSCO BUILDING CONSTRUCTION
3168 MAYPORT ROAD
JACKSONVILLE, FL 32233


LOT COVERAGE CALCULATIONS
EXISTING LOT COVERAGE CALCULATIONS
NOT FOR PERMITTING AND / OR CONSTRUCTION
BOSCO HABL RESIDENCE
A1100
SITE PLAN - PROPOSED
SITE PLAN - EXISTING


KEYNOTES
NOT FOR PERMITTING AND/OR CONSTRUCTION
A2201
BOSCO HABL RESIDENCE

Sec. 24-107. - Residential, two-family district (RG).

(a) *Intent.* The RG zoning district is intended for development of low and medium density single-family and two-family residential uses.

(b) *Permitted uses.* The uses permitted within the RG zoning district shall be:

(1) Single-family dwellings.

(2) Two-family (duplex) dwellings, subject to density limitations.

(3) Accessory uses as set forth in section 24-151.

(4) Two-unit townhouses, subject to density limitations, compliance with article IV, subdivision regulations and section 24-88.

(5) Government uses, buildings and facilities.

(6) Family day care homes and group care homes.

(c) *Uses-by-exception.* The following uses may be approved as a use-by-exception within the RG zoning district.

(1) Child care facilities.

(2) Churches.

(3) Public and private recreational facilities not of a commercial nature and of a neighborhood scale intended to serve the surrounding residential neighborhood.

(4) Schools and community centers.

(d) *Minimum lot area.* Existing legally established lots of record may exist, which do not meet the below requirements. These lots may be developed subject to all applicable land development regulations and density limitations; however, all lots created after January 1, 2002 must comply with the following minimum requirements in order to obtain building permits authorizing development. The minimum size for lots within the RG zoning district shall be as set forth herein.

(1) Minimum lot area in the RG zoning district: Seven thousand five hundred (7,500) square feet.

(2) Minimum lot width in the RG zoning district: Seventy-five (75) feet.

(3) Minimum lot depth in the RG zoning district: One hundred (100) feet.

(4) Notwithstanding subsections 1, 2 and 3, the final lot sizes for proposed new townhouse development may be less per unit, subject to density, compliance with article IV, subdivision regulations and section 24-88, provided the parent tract meets the requirements of subsections 1, 2 and 3.

(e) *Minimum yard requirements.* The minimum yard requirements within the RG zoning district shall be:

(1) Front yard: Twenty (20) feet.

(2) Rear yard: Twenty (20) feet.

(3) Side yard: Combined fifteen (15) total feet and five (5) minimum feet on either side.

(f) *Building restrictions.* The building restrictions for the RG zoning district shall be:

(1) Maximum impervious surface: Forty-five (45) percent; provided, however, where lawfully existing structures and improvements on a parcel exceed this applicable percentage, redevelopment of such parcels or additions/modifications to such structures and improvements shall not exceed the pre-existing impervious surface percentage, provided the requirements of section 24-68 are met.

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

(Ord. No. 90-10-212, § 2(Exh. A), 3-8-10; Ord. No. 90-19-240 , § 3(Exh. A), 7-8-19)

CITY OF ATLANTIC BEACH
COMMUNITY DEVELOPMENT BOARD
STAFF REPORT

AGENDA ITEM	**4.C**
CASE NO.	**ZVAR24-0005** *Request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road.*
LOCATION	**1743 Seminole Road**
APPLICANT	**Postlethwaite**
DATE	**April 16, 2024**
STAFF	**Amanda Askew, Director of Planning and Community Development**

STAFF COMMENTS

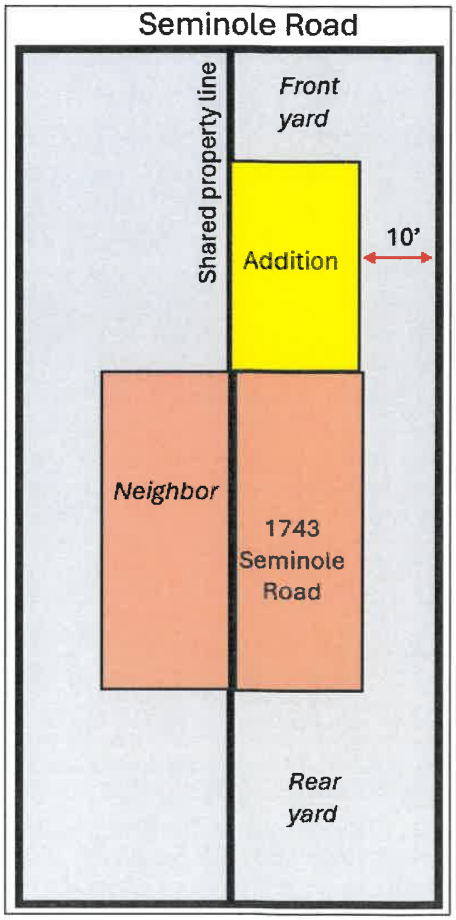
The applicant is one of the owners of 1743 Seminole Road. This property is a townhouse that shares a common wall with the neighboring property and is located within the Residential, General, Two-Family (RG) zoning district.

The applicant is proposing to construct a two-story addition to the front of their townhouse unit, along the shared property line. The addition would be 0 feet from the shared lot line and over 10 feet form the opposite side lot line.

Although the property was developed as a townhouse, any additions must meet the required setbacks. Additionally, the proposed work will need to meet all other applicable code requirements, including impervious surface area.

In general, property setbacks are established for reasons including air, ventilation, sunlight, sound, privacy, fire codes, property values, and neighborhood character/design.

Required Setback	Proposed
Front: 20 feet	20 feet
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ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

(1) ***Exceptional topographic conditions of or near the property.***
(2) ***Surrounding conditions or circumstances impacting the property disparately from nearby properties.***
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(5) ***Irregular shape of the property warranting special consideration.***
(6) ***Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.***

REQUIRED ACTION

The Community Development Board may consider a **motion to approve ZVAR24-0005**, request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road, upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below.

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Or,

The Community Development Board may consider a **motion to deny ZVAR24-0005**, request for a variance from Section 24-108(e)(3) at 38 17th Street.

VARIANCE 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# 7VAR24-0005

APPLICANT INFORMATION

NAME ROSTLETHWAITE EMAIL NICOLEHABL@ATT.NET

ADDRESS 320 LEGEND TRL. CITY VERO BEACH STATE FL ZIP CODE 32963

PROPERTY LOCATION 1743 SEMINOLE ROAD PHONE # (904)616-4156 CELL # (904)616-4156

RE# 16964-0000 BLOCK # 20-20 09-25-29E .095 OCEAN GROVE UNIT NO 2 LOT # N 1/2 OF LOT 48

LOT/PARCEL SIZE 4099 ZONING CODE 0100 SINGLE FAMILY UTILITY PROVIDER

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION RL

PROVISION FROM WHICH VARIANCE IS REQUESTED SECTION 24-107

"E" "3" SIDE YARD SETBACK

Homeowner's Association or Architectural Review Committee approval required for the proposed construction
☐ YES ☑ NO (if yes, this must be submitted with any application for a Building Permit)

Statement of facts and site plan related to requested Variance, which demonstrates compliance with Section 24-65 of the Zoning, Subdivision and Land Development Regulations, a copy of which is attached to this application. Statement and site plan must clearly describe and depict the Variance that is requested.

PROVIDE ALL OF THE FOLLOWING INFORMATION

(all information must be provided before an application is scheduled for any public hearing):

1. Proof of ownership: deed or certificate by lawyer or abstract or title company that verifies record owner as above.
2. 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.
3. Survey and legal description of property for which Variance is sought.
4. Required number of copies: One (1) digital copy - additional paper copy is optional.
5. Application fee of $300.00.

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

SIGNATURE OF APPLICANT	PRINT OR TYPE NAME	DATE
Nicole Habl	Nicole Habl	MARCH 24, 2024
SIGNATURE OF APPLICANT (2)	PRINT OR TYPE NAME	DATE

Signed and sworn before me on this 25th day of MARCH 2024 by NICOLE HABL

State of FLORIDA County of DUVAL

Identification verified: Personally known

Oath Sworn: ☐ Yes ☐ No

NOTARY PUBLIC STATE OF FLORIDA
WILLIAM L. POPE
MY COMMISSION # HH 412826
EXPIRES: October 19, 2027

William L. Pope
Notary Signature

My Commission expires

19 VARIANCE APPLICATION 08.25.2020

The following paragraph sets forth reasons for which a Variance may be approved, please check the circumstances that apply to your request and briefly describe in the space provided.

Grounds for approval of a Variance: A Variance may be granted at the discretion of the Community Development Board, for the following reasons.

☐ 1. Exceptional topographic conditions of or near the property.

☐ 2. Surrounding conditions or circumstances impacting the property disparately from nearby properties.

☐ 3. Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.

☐ 4. Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.

☑ 5. Irregular shape of the property warranting special consideration.

☑ 6. Substandard size of a Lot or Record warranting a Variance in order to provide for the reasonable use of the property.

a. Approval of a Variance. To approve an application for a Variance, the Community Development Board shall find that the request is inaccordance with the preceding terms and provisions of this Section and that the granting of the Variance will be in harmony with the Purpose and Intent of this Chapter.

b. Approval of Lesser Variances. The Community Development Board shall have the authority to approve a lesser Variance than requested if a lesser Variance shall be more appropriately in accord with the terms and provisions of this Section and with the Purpose and Intent of this Chapter.

c. Nearby Nonconformity. Nonconforming characteristics of nearby Lands, Structures or Buildings shall not be grounds for approval of a Variance.

d. Waiting period for re-submittal. If an application for a Variance is denied by the Community Development Board, no further action on Another application for substantially the same request on the same property shall be accepted for 365 days from the date of denial.

e. Time period to implement Variance. Unless otherwise stipulated by the Community Development Board, the work to be performed pursuant to a Variance shall begin within six (6) months from the date of approval of the Variance. The Community Development Director, upon finding of good cause, may authorize a one time extension not to exceed an additional six (6) months, beyond which time the Variance shall become null and void.

f. A Variance, which involves the Development of Land, shall be transferable and shall run with the title to the Property unless otherwise stipulated by the Community Development Board.

ADDITIONAL COMMENTS:

Doc # 2023220313, OR BK 20849 Page 2345, Number Pages: 2,
Recorded 10/24/2023 02:35 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $18.50 DEED DOC ST $3850.00

PREPARED BY, RECORD AND RETURN TO:
Osborne & Sheffield Title Services, LLC
4776 Hodges Boulevard, Suite 206
Jacksonville, Florida 32224

File #: 2023-234S

Parcel Identification Number:
169640-0000

WARRANTY DEED

THIS WARRANTY DEED made effective the 17th day of October, 2023, by **Christa F. Figgins, a married woman, conveying property which is not her constitutional homestead,** hereinafter called Grantor, whose post office address is 305 NE 1st Street., Apt. 103, Oklahoma City, Oklahoma 73104, to **Nicole Kathryn Habl-Postlethwaite and Hartley Albert Postlethwaite, V as Co-Trustees of the Hartley A. Postlethwaite, V Living Trust U/A/D 2/8/2018 as amended,** hereinafter called Grantee, and whose post office address is 320 Legend Trail, Vero Beach, Florida 32963.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee the following described land situate, lying and being in the County of Duval, State of Florida, to-wit:

> **North 1/2 of Lot Forty-Eight (48), OCEAN GROVE – UNIT NO. 2, according to the plat thereof as recorded in Plat Book 20, Page 20, of the current Public Records of Duval County, Florida.**

SUBJECT TO taxes accruing subsequent to December 31, 2022.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

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

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

NotaryCam Doc ID. 82765a3f-8712-489b-bf44-a572e8d17fa5

https://notarycam.sendsafely.com/receive/?recipientCode=81FkHK0w0MrFX9mm5iHndMem6XsPdjUO8BhQlDe8wQ#keyCode=0Of-VE5_NMXma... 10/35

RECORDED
2023220313
Duval
10/24/23 2:35PM

PREPARED BY, RECORD AND RETURN TO:
Osborne & Sheffield Title Services, LLC
4776 Hodges Boulevard, Suite 206
Jacksonville, Florida 32224

File #: 2023-234S

Parcel Identification Number:
169640-0000

WARRANTY DEED

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(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations).

WITNESSETH:

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

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NotaryCam Doc ID: 82765a3f-8712-469b-bf44-a572e8d17fa5

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness #1 signature
Shannon Ivy Colon
Witness #1 printed name

Witness #2 signature
Michael A. Nunez
Witness #2 printed name

Christa F. Figgins
Christa F. Figgins

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of online notarization, this 10 day of **October, 2023, by Christa F. Figgins, a married woman**, who is/are personally known to me, has/have produced a valid driver's license(s) or has/have produced Oklahoma Driver's License as identification.

MICHAEL A NUNEZ
Notary Public - State of Florida
Commission # GG 928251
My Comm. Expires Oct 31, 2023

Notary Public Michael A. Nunez
My Commission Expires: 10/30/2023
(Notary Seal)

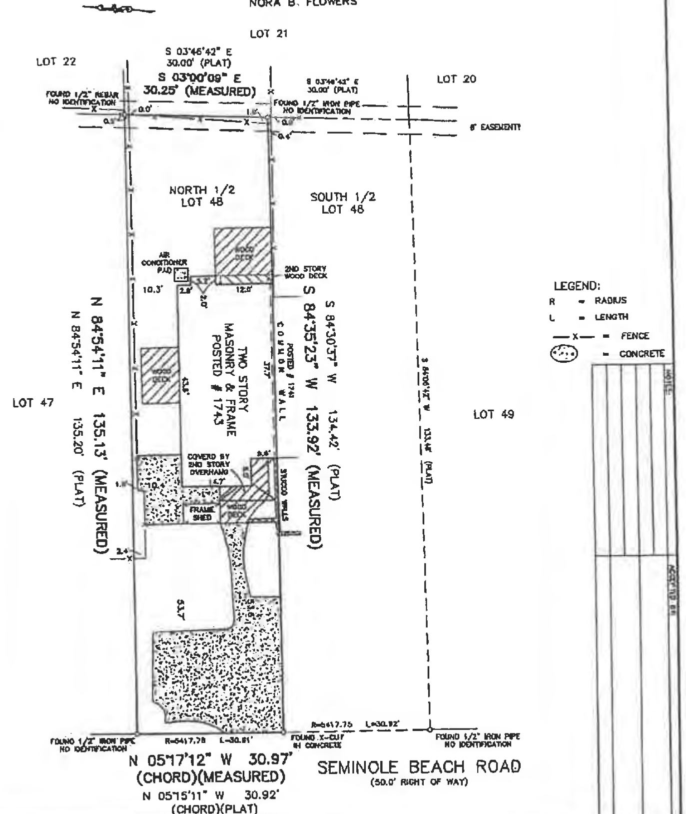
Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 82765a3f-8712-469b-bf44-a572e8d17fa5

MAP SHOWING BOUNDARY SURVEY OF

THE NORTH 1/2 OF LOT 48, OCEAN GROVE UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGE 20, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

CERTIFIED TO:
NORA B. FLOWERS



NOTES:

1. BEARINGS ARE BASED ON THE PLAT BEARING OF N 84°54'11" E ALONG THE NORTHERLY BOUNDARY LINE OF SUBJECT PARCEL.
2. BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE X AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED APRIL 17, 1989, COMMUNITY NUMBER 120075, PANEL 0001 D
3. THIS SURVEY REFLECTS ALL EASEMENTS & RIGHTS OF WAY AS PER RECORDED PLAT &/OR TITLE COMMITMENT IF SUPPLIED. UNLESS OTHERWISE STATED, NO OTHER TITLE VERIFICATION HAS BEEN PERFORMED BY THE UNDERSIGNED
4. THIS SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

REVISIONS	
DATE	DESCRIPTION

JOB # 22988	DATE OF FIELD SURVEY: 01-07-04	DATE OF ISSUE: 01-20-04	SCALE: 1" = 20'

ACM SURVEYING INC
2522 Oak Street
Jacksonville, Florida 32204
(Phone) 904-389-5989
(Fax) 904-389-6175
LICENSED BUSINESS # 6702

CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL J. AIELLO
REGISTERED SURVEYOR AND MAPPER # 4979 STATE OF FLORIDA

LAND SURVEYS O CONSTRUCTION SURVEYS O SUBDIVISIONS

The undersigned acknowledges that this document has been received, approved and accepted this ___ day of __________, ______

____

____

dig ARCHITECTURE

BOSCO HABL RESIDENCE

1743 SEMINOLE ROAD
ATLANTIC BEACH FL

23.01.31

REVIEW SET - 24.02.08

ARCHITECT

dig ARCHITECTURE LLC
13500 SUTTON PARK DR. SOUTH, SUITE 301
JACKSONVILLE, FL 32224
904-553-2698
www.dig-architecture.com

CLIENT

NICOLE HALB AND HARTLEY POSTLETHWAITE
1743 SEMINOLE ROAD
ATLANTIC BEACH FL

GENERAL CONTRACTOR

BOSCO BUILDING CONSTRUCTION
2158 MAYPORT ROAD
JACKSONVILLE, FL 32233

2/8/2024 1:12:43 PM



EXISTING RESIDENCE AERIAL VIEW

LOT COVERAGE CALCULATIONS

PROPOSED RESIDENCE		
LOT	4,117 SF	100%
EXISTING RESIDENCE	855 SF	20.8%
PROPOSED ADDITION	709 SF	18.3%
PROPOSED CONC. DRIVE STRIPS	107 SF	2.6%
PROPOSED BACK PORCH	72 SF	1.7%
GREEN SPACE	2,153 SF	51.5%
PERVIOUS	2,153 SF	51.5%
IMPERVIOUS	1,964 SF	48.5%

EXISTING LOT COVERAGE CALCULATIONS

EXISTING RESIDENCE		
LOT	4,117 SF	100%
EXISTING RESIDENCE AND SHED	942 SF	22.9%
EXISTING CONCRETE DRIVE	709 SF	17.2%
EXISTING FRONT PORCH	74 SF	1.8%
EXISTING BACK PORCH	99 SF	2.4%
EXISTING WOOD DECK	74 SF	1.8%
EXISTING WOOD RAMP	109 SF	2.7%
GREEN SPACE	1,967 SF	48.2%
PERVIOUS	1,967 SF	48.2%
IMPERVIOUS	2,150 SF	51.8%

NOT FOR PERMITTING AND / OR CONSTRUCTION

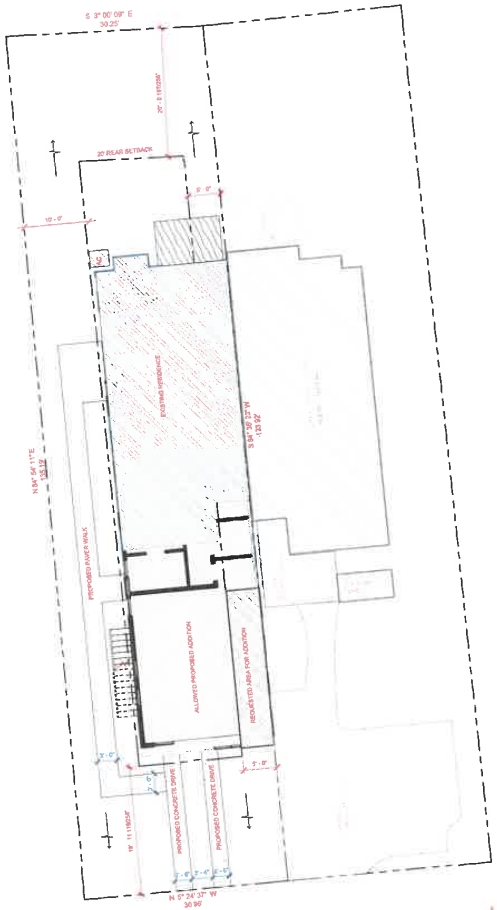
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PERMIT	
BID/CD	
REVISIONS	

23.01.31

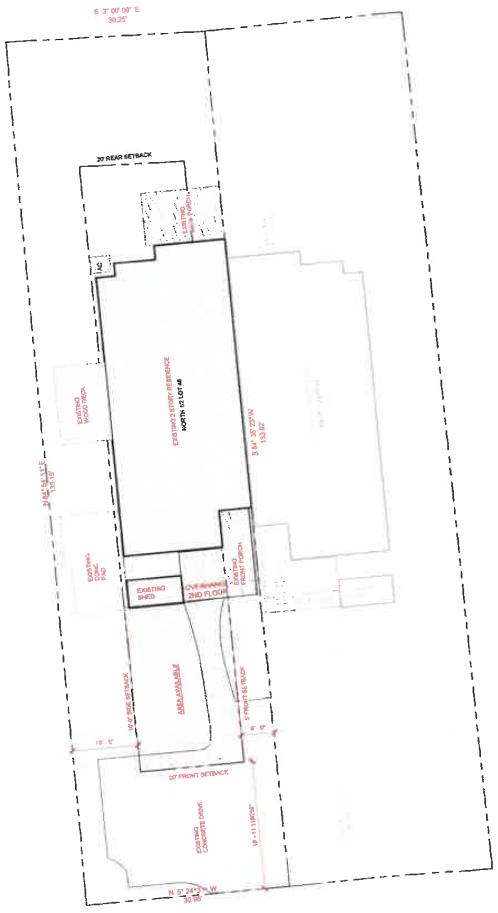
BOSCO HABL RESIDENCE
1743 SEMINOLE ROAD
ATLANTIC BEACH FL

A1100

SITE PLAN & NOTES



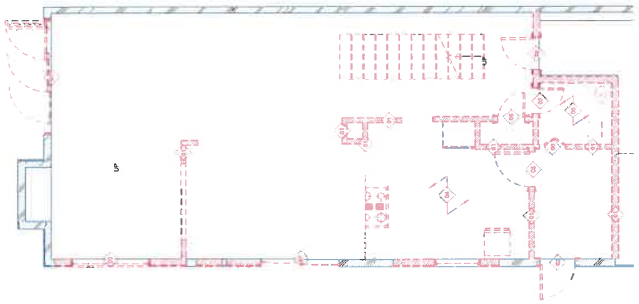
2 SITE PLAN - PROPOSED
A1100 1/8" = 1'-0"



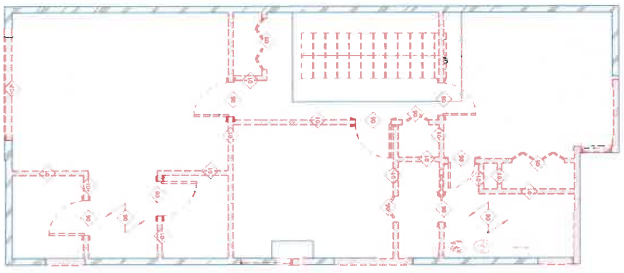
1 SITE PLAN - EXISTING
A1100 1/8" = 1'-0"

DEMO NOTES

NUMBER	DESCRIPTION
01	DEMO EXISTING WALL
02	REMOVE EXTERIOR DOOR AND FRAME
03	DEMO EXISTING WINDOW, ENLARGE OPENING FOR NEW WALL INFILL
04	DEMO EXISTING KITCHEN
05	REMOVE EXISTING DOOR
06	DEMO EXISTING BATH
07	REMOVE EXISTING EXTERIOR SLIDER



1 DEMO PLAN - FIRST FLOOR
A2201 1/4" = 1'-0"



2 DEMO PLAN - SECOND FLOOR
A2201 1/4" = 1'-0"

NOT FOR PERMITTING AND / OR CONSTRUCTION

SCHEMATIC - 24.02.05
DP
PERMIT
BLIND

REVISIONS

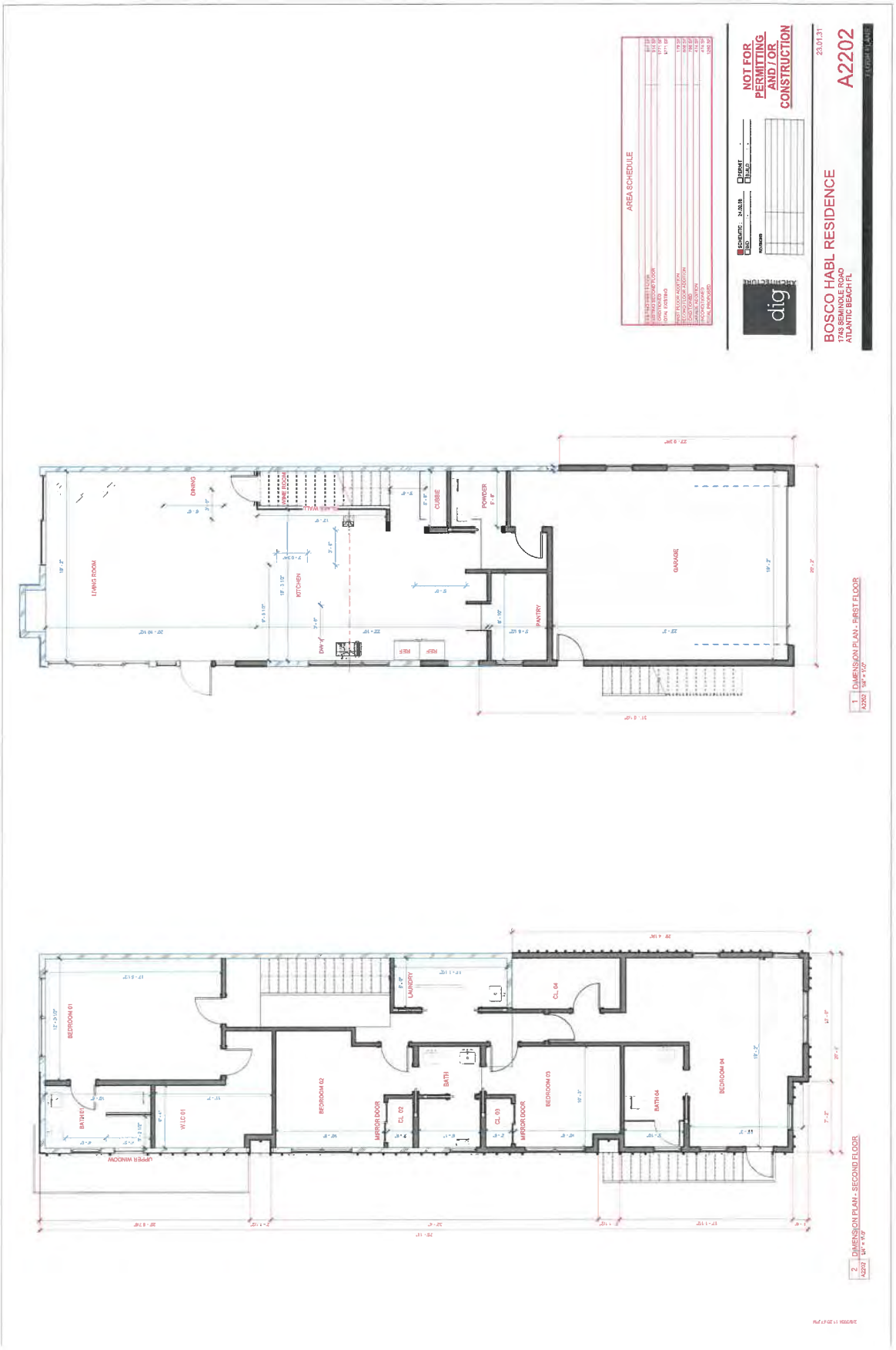
ARCHITECTURE
dig

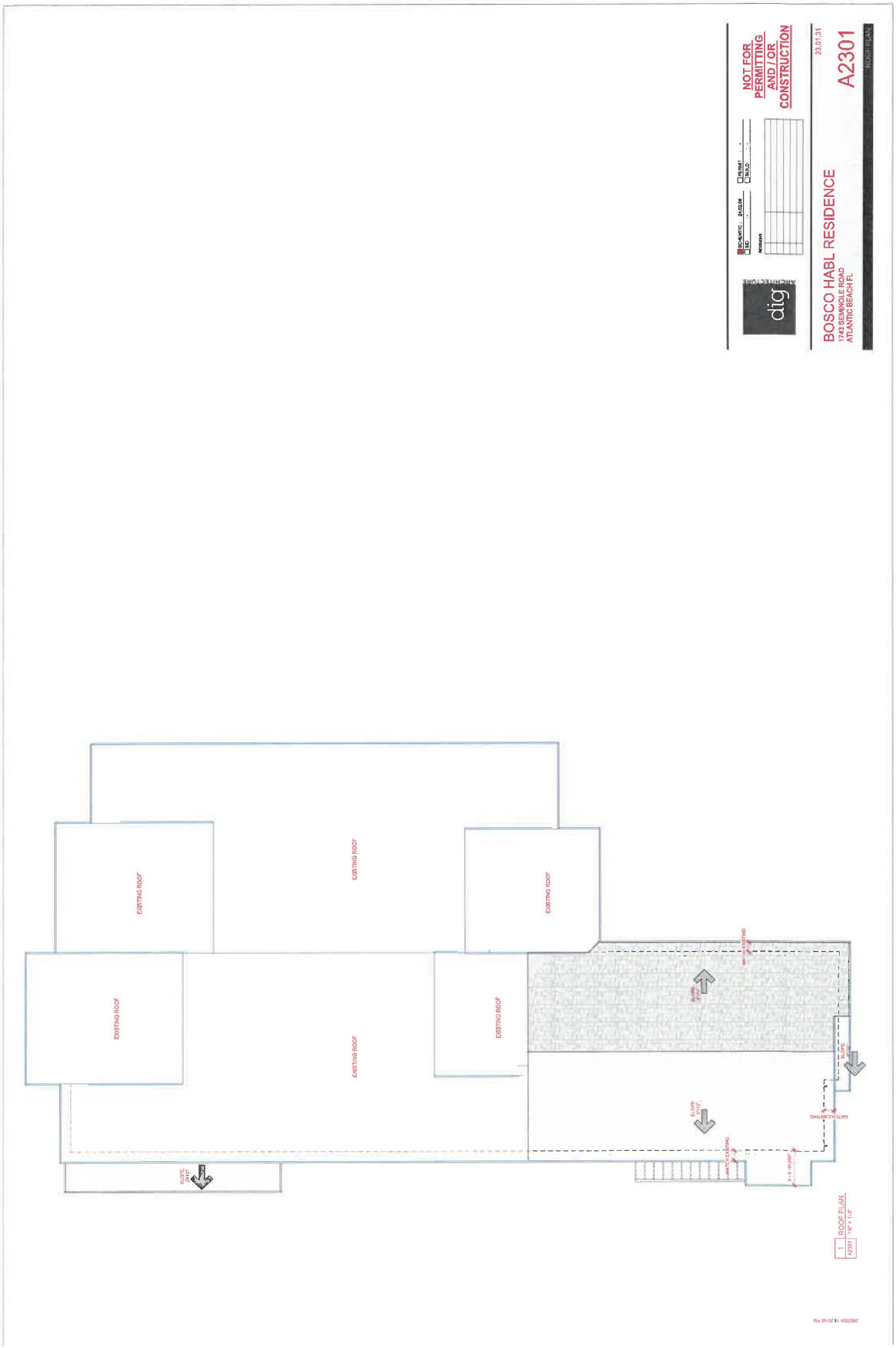
23.07.31

A2201

DEMO FLOOR PLANS

BOSCO HABL RESIDENCE
1745 SEMINOLE ROAD
ATLANTIC BEACH, FL


AREA SCHEDULE
NOT FOR PERMITTING AND / OR CONSTRUCTION
BOSCO HABL RESIDENCE
1745 SEMINOLE ROAD
ATLANTIC BEACH FL
A2202
DIMENSION PLAN - FIRST FLOOR
DIMENSION PLAN - SECOND FLOOR


NOT FOR PERMITTING AND / OR CONSTRUCTION
23.01.31
A2301
ROOF PLAN
BOSCO HABL RESIDENCE
1743 SEMINOLE ROAD
ATLANTIC BEACH FL
ARCHITECTURE
dig
EXISTING ROOF
EXISTING ROOF
EXISTING ROOF
EXISTING ROOF
EXISTING ROOF
SLOPE 1/4"/1'
SLOPE 1/4"/1'
SLOPE 1/4"/1'
MATCH EXISTING
MATCH EXISTING
1 ROOF PLAN
A2301 1/4" = 1'-0"

2 RIGHT SIDE ELEVATION
A3001 1/4" = 1'-0"

1 FRONT ELEVATION
A3001 1/4" = 1'-0"

EXISTING EXTERIOR CONDITION

dig ARCHITECTURE

SCHEMTIC : 24.02.06
DD :
PERMIT :
BUILD :

REVISIONS

NOT FOR PERMITTING AND / OR CONSTRUCTION

BOSCO HABL RESIDENCE
1743 SEMINOLE ROAD
ATLANTIC BEACH FL

23.01.31

A3001

BUILDING ELEVATION

MINUTES
Community Development Board (CDB) Meeting
Tuesday, April 16, 2024 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

Present:
Jennifer Lagner, Member
Jeff Haynie, Member
Richard Arthur, Member
Gregory (Greg) Beliles, Alternate Member
Angela Farford, Member
Kirk Hansen, Chair
Harold Gear, Member
Ellen Golombek, Vice Chair

Also Present:
Valerie Jones, Recording Clerk
Abrielle Genest, Planner
Brian Broedell, Principal Planner & Environmental Coordinator

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

A. Approve minutes of the February 20, 2024 regular meeting of the Community Development Board.

The minutes were approved.

3. NEW BUSINESS

A. 1931 Beach Avenue ZVAR24-0003 (Steven Lee)
Request for a variance from Section 24-253(1) to exceed the maximum impervious surface area within the right-of-way created by driveways at 1931 Beach Avenue.

STAFF REPORT: Planner Broedell presented the information as explained in the staff report. He also provided a PowerPoint presentation. Ms. Golombek asked if the applicant was approved for pavers and gravel which was installed and inspected and then after the inspection the applicant replaced the gravel with pavers. Planner Broedell said that was correct. Mr. Haynie asked if the property line was where the gravel ended in the pictures. Planner Broedell said that was correct. Mr. Arthur asked if permeable pavers were denied. Planner Broedell said he wasn't sure if they were permeable but added that the City doesn't give credit for permeable pavers. Mr. Gear asked if the applicant would have known that they could have asked for a variance from the beginning. Planner Broedell said that option would have been available, but Staff doesn't advice that.

APPLICANT REPORT: Steven Lee introduced himself as the applicant. He explained that the old driveway was cracked and unsafe. Mr. Lee said he shared a

driveway with his neighbor, and they decided to install the same pavers as his neighbor to the south and used the same contractor and product as that neighbor. He assumed he could put everything back as the original driveway. Mr. Lee said he didn't have any water drainage issues. He had concerns that the gravel was dangerous and unsafe for his wife who is elderly and for pedestrians and bicyclists.

Ms. Lagner asked who the contractor was. Mr. Lee said it was R.T. Thompson. Ms. Lagner asked if Mr. Lee was aware of the process to ask for a variance. Mr. Lee said that the contractor sounded confident that they would get the permit. Ms. Farford asked Mr. Lee what stormwater management system he had. Mr. Lee said the water comes straight down and remains in his driveway. He also said he added permeability since the pavers have a gap between them and are on a sand base instead of 8 inches of solid concrete. Mr. Hansen asked why the applicant built the driveway according to the permit approval and then changed it knowing it had not been approved. Mr. Lee said he saw a bicyclist run off the road into the gravel and almost fall and his wife also had surgery so that's why he changed it.

PUBLIC COMMENT: Elliot Zisser of 1937 Beach Avenue introduced himself as the neighbor. He said they share the driveway that had cracked. Mr. Zisser spoke in favor of the variance request and saw no reason why it should not be approved.

BOARD DISCUSSION: Ms. Lagner said she wasn't happy that Mr. Lee did not request a variance before replacing the gravel with pavers, but she understands why he did it and would be in favor of approval. Ms. Golombek said she thought that if a driveway was removed it could be replaced with the same footprint. Planner Broedell said that was true for the impervious surface on your property and for stormwater retention, you're allowed to replace within the same footprint. He said it was a different part of the code that allows you to replace like for like but it doesn't address the right-of-way at all. Mr. Arthur said this will probably be an ongoing issue since a lot of the driveways on Beach Avenue are aging and will need replacement as time goes on. Ms. Lagner asked how the other driveways got approved. Planner Broedell said that there are several on Beach Avenue that don't meet the current regulations. Mr. Gear said he would be in favor of granting the variance based on grounds for decision #3. Ms. Farford said grounds #4. Mr. Haynie asked what that was based on. Mr. Gear said that since the driveway was there in the 1950's. Ms. Farford thought the concrete was probably less pervious than the pavers. Ms. Golombek thought she could support the request but told Mr. Lee that he should have come to the Board with a variance request in the beginning. Chair Hansen agreed that he doesn't like it when an applicant comes to the Board for something they have already done. He did question whether the Board would have approved the request at that time.

MOTION: To **APPROVE ZVAR24-0003** based on grounds #4 onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.

Motion: ***Harold Gear***
Second: ***Jennifer Lagner***

Mr. Arthur said he supports the pavers to go back with the pavers agreed on in the permit that was approved. Mr. Haynie amended the motion to approve the variance as long as the gravel portion be filled with the same pavers that were originally included in the permit.

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

Motion passed 7 to 0.

B. 38 17th Street ZVAR24-0004 (Wendie McCall)
Request for a variance to reduce the minimum side yard setback on the west side (shared townhouse wall) of the property to construct an addition at 38 17th Street.

STAFF REPORT: Planner Genest presented the information as explained in the staff report. She also provided a PowerPoint presentation. Mr. Gear asked about the pervious-impervious ratio. Planner Genest said she didn't have that information, but the applicant would be required to meet that. Mr. Arthur asked if this addition had been added at the original time it was built, would it have been allowed. Planner Genest said that it would have been allowed at that time but now it is after the fact and being added to an existing structure, so it must meet the current setbacks. Ms. Golombek asked if this issue was one that they had addressed at the Board meeting that they had the night before where they discussed Chapter 24. Planner Broedell said it was.

APPLICANT REPORT: Bryan Green introduced himself as the architect for the project. He explained how the design was to follow the existing line of the building. Mr. Haynie asked if it was a two-story addition. Mr. Green said it is two-story with enclosed living space on the first floor and the second floor being a covered deck. He said they haven't determined how far the fire wall will extend out. Mr. Green said the Fire Marshall will make that requirement. Mr. Haynie had Mr. Green explain how far it would extend and the height of it. Ms. Golombek asked about the pervious-impervious ratio. Mr. Green said they will meet that.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments. Planner Broedell said that he received a call from the neighbor opposing the variance request and the neighbor was going to send an email, but no email had been received yet. William Dowlin of 30 17th Street had questions which were cleared up after some discussion. Mary Nordhauser of 1723 Ocean Grove Drive asked if approval of this request would set a precedence if she

wanted to something similar to her townhome. Chair Hansen said each case must be considered separately.

BOARD DISCUSSION: Mr. Arthur said that the 0-lot line issue requires anything added on after needs to meet the code, but it also seems to be a gray area in the code.

MOTION: To **APPROVE ZVAR24-0004** based on grounds #4 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***

Mr. Haynie asked for clarification and was concerned about the neighbor. Ms. Farford said that she thinks the requirements inflict an impossible hurdle as a property owner. She said the applicant was meeting other setbacks and nothing else was really changing. Mr. Haynie said #3 might be a better option. Mr. Arthur asked what the setbacks would have to be to meet code. Planner Broedell said the applicant would have to have 5 feet on one side and 10 feet on the other.

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

Motion passed 7 to 0.

C. 1743 Seminole Road ZVAR24-0005 (Postlethwaite)

Request for a variance to reduce the minimum side yard setback on the south side of the property to construct an addition at 1743 Seminole Road.

STAFF REPORT: Planner Genest presented the information as explained in the staff report. She also provided a PowerPoint presentation. Ms. Golombek asked what the front yard setback was. Planner Genest said it would meet the 20-yard setback. Mr. Haynie asked if this was like the previous request except reversed. Planner Genest said it was. Mr. Arthur said it meets the 10 feet on the one side but is 0 feet lot line on the other side.

APPLICANT REPORT: Bradley Ashmore of Bosco Building Contractors introduced himself as representing the applicant. He explained that they meet all setbacks other than the 0-lot line. Mr. Ashmore said they would also work with the Fire Marshall regarding the fire wall requirements. Ms. Golombek asked about the shared driveway

in the front of the townhomes Mr. Ashmore said the neighbor to the south will have ample space to their side from the 0-lot line south.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. Lucie Dlugasch of 1741 Seminole Road introduced herself as the neighbor that shares the south townhome unit. She said that when she walks out the front door of her townhome, she would have to look at a tall and long wall. Ms. Dlugasch said it would affect the use of the driveway and her ability to turn around. She said she didn't see how it met any of the grounds for approval. Mr. Haynie asked about a garage that was attached to one of the other units. Ms. Dlugasch said that one had a 5 feet setback. Mr. Gear pointed out another one that had a garage on the 0-lot line. Ms. Dlugasch said it was a carport.

Nicole Postlethwaite introduced herself as the applicant. She explained that she had lived in Atlantic Beach before. Ms. Postlethwaite said she wanted a 2-car garage and was going to relocate her entrance door to the side. She said she would like to be able to develop her property and looks forward to using her property to the best of its ability.

Laurie Sowers of 1735 Seminole Road introduced herself as a neighbor to the south. She said she has concerns because it is already difficult to use the driveway as it is. Ms. Sowers said it would affect the neighbor. She said to walk out the front door and see a wall like that and is not in support of approval of the variance.

BOARD DISCUSSION: Ms. Farford said that she thought approval of this variance would put a huge burden on the neighbor and is not in favor of it. Mr. Arthur said that once again there is the gray area of the code where if it was built today, it could be done but since it already existing you lose your options. Mr. Haynie agreed with Ms. Farford and even though it is similar to the previous case he didn't think he could support it.

MOTION: To **DENY ZVAR24-0005** due to the request not meeting any of the criteria for approval.

Motion: ***Jeff Haynie***
Second: ***Angela Farford***

Chair Hansen said it is apparent that it will infringe on the neighbor's ability to get out of the driveway and couldn't approve it for that reason.

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

Motion passed 5 to 2.

4. OLD BUSINESS

A. Workshop Discussion of Chapter 24 (Land Development Code) updates

TOWNHOUSE SETBACKS (page 77)

Mr. Arthur revisited this due to the variance cases at tonight's meeting. Planner Broedell said that the proposed language would allow the 2 variance requests from tonight's meeting to be approved. He said the additional language is trying to capture exiting townhomes and allow them to keep their setback. Mr. Arthur asked what the intent was. Planner Broedell said that language is supposed to address the non-shared setback. Ms. Golombek asked if they were going to make this setback change for the front and back setbacks. Chair Hansen said he had suggested making a differentiation between the front and rear setbacks. Mr. Haynie said that he thought more often than not it would be more of a problem in the front. He said he thought the language should be different for the front setback compared to the back setback. Planner Broedell said Staff can take any recommendations that the Board gives. Mr. Arthur said he takes the opposite position and thought the language should remain consistent and simple as possible. Planner Broedell asked if the Board could come to a consensus on the language. The Board decided the front yard should have a variance request.

FENCES (page 126)

Proposed adding language to allow 6-foot fences to be brought to the front of a house for non-conforming houses. Planner Broedell gave a few examples of areas that would benefit from this. He said sight lines would still be enforced. Proposed additional language to avoid "tunnel" like aesthetic. Proposed change to allow more use of the backyard by allowing 6-foot fences to go to the side property line.

HOME OCCUPATIONS (page 133)

Proposed changes to comply with State Statute changes.

PARKING (page 136)

Proposed removing language already existing in Sec. 24-163. Proposed adding common requirement meant to reduce driveways/curb-cuts along major roads to improve safety. This is recommended by DOT, FHWA and the Center for Urban Transportation Research.

DESIGN REQUIREMENTS (page 137)

Proposed language taken from Jacksonville code changing percentage of parking spaces designated for compact-size automobiles. Added parallel parking space language since the Code currently doesn't have any. Proposed language for tandem parking and valet parking.

ELECTRIC VEHICLE PARKING (page 141)

Proposed adding language in accordance with the State's EV Readiness Plan for a new development with fifty (50) or more parking spaces to provide EV parking. Ms. Lagner asked where the amp numbers came from. Planner Broedell said it came from the City of Orlando. Mr. Gear suggested leaving it open and not requiring an exact number.

BICYCLE PARKING (page 142)
Proposed adding standards for bicycle racks to be usable.

DRIVEWAYS (page 143)
Planner Broedell said they have language in 2 sections of the Code and they don't match so Staff is changing this to make it consistent with Sec. 19-7. He went through these changes line by line. Mr. Gear asked if you had an 80 feet wide lot if you could only have 1 driveway as stated on page 143 under (e)1. Planner Broedell said this was for townhomes and he would correct it.

MOBILE FOOD VENDING (page 148)
Planner Broedell said the current regulations on this are broad and unclear. Proposed language to add regulations regarding food trucks. Mr. Arthur asked if food trucks would be allowed in the town center. Planner Broedell said they would not. Mr. Haynie asked if the language in (c)3 was to prevent the food truck from becoming a permanent fixture. Planner Broedell said that was correct.

PHARMACIES & MEDICAL MARIJUANA TREATMENT CENTERS (page 150)
Proposed changes to correct a mistake in measurement that requires meeting all 3 requirements and it should have been "any" of the following requirements. Ms. Golombek asked if the initiative in November is voted in will the Board have to change this to non-medical marijuana. Planner Broedell said it would have to be updated according to what gets approved.

GREENWAY OVERLAY DISTRICT (page 150)
Proposed language for the construction of the East Coast Greenway along Mayport Road. Ms. Golombek asked if the Greenway would allow for golf carts or electric bikes. Planner Broedell said not for golf carts, but electric bikes will be allowed according to the State.

COMMERCIAL CORRIDOR STANDARDS (page 154)
Planner Broedell said there have been several design standards in the past. The proposed language comes from several sources including the Mayport Redevelopment Plan, Center for Urban Transportation, AARP, Congress for New Urbanism and other cities. Mr. Arthur thought the 50% frontage requirement should apply to Atlantic Boulevard and Mayport but wasn't sure it would match the intent. Ms. Golombek asked about restaurants that have garage-style door that opens to create outdoor space that faces a street. Planner Broedell said they could add an exception for restaurant uses. Mr. Arthur asked if the City wanted to get into that kind of detail off Mayport Road. He thought it was a lot of regulations. Planner Broedell said the intent was to require some type of architectural design and limit metal warehouses in all commercial areas. There was further discussion regarding building facades, architectural standards, metal buildings, etc.

5. REPORTS
There were no reports.

6. PUBLIC COMMENT

There were no public comments.

7. ADJOURNMENT

The Board decided to meet again on Tuesday, May 7th. There being no further discussion, Chair Hansen declared the meeting adjourned at 8:33 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair