City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, September 22, 2025 - 6:00 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 Budget Workshop held on September 3, 2025. 5 - 7
9-3-25 Budget Workshop Draft Minutes

* 1.B. Approve minutes of the Regular Commission Meeting held on September 8, 2025. 9 - 20
9-8-25 Regular City Commission Meeting Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

* 3.A. Accept the 90-Day Calendar (Sept. - Nov. 2025) 21 - 24
90-Day Calendar (Sept. - Nov. 2025)

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. Approve Resolution No. 25-73. 25 - 26
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FLORIDA RECREATION DEVELOPMENT

ASSISTANCE PROGRAM (FRDAP) FUNDING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FISCAL YEAR 2025-26 FUNDING CYCLE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-73

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 25-77** 27 - 46

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING RENEWAL OF ALL LIABILITY INSURANCES AND WORKERS' COMPENSATION INSURANCE WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR 2025-2026, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEVANT DOCUMENTS.
Resolution No. 25-77

* 8.B. **RESOLUTION NO. 25-78** 47 - 67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A LASERFICHE DOCUMENT MANAGEMENT SYSTEM UPGRADE FROM MCCI IN THE AMOUNT OF $48,224.97 WITH FUNDS ALLOCATED IN THE FISCAL YEAR 2024-25 BUDGET (ACCOUNT NO. 001-1011-516-4600); AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-78

* 8.C. **RESOLUTION NO. 25-75, Public Hearing on Adoption of Resolution No. 24-75 for the Millage Rate** 69 - 73

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED EXCEEDS THE ROLLED-BACK RATE; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-75

9. ACTION ON ORDINANCES

* 9.A. **Public Hearing and Final Reading on adoption of Ordinance No. 20-25-180, establishing the Operating Budget for fiscal year 2025/2026.** 75 - 79

AN ORDINANCE ADOPTING THE FINAL BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.
Ordinance No. 20-25-180

9.B. **ORDINANCE NO. 5-25-72, Public Hearing and Final Reading** 81 - 88
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COMMISSION" SECTION 2-20, "SALARY OF MEMBERS," OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTIC BEACH; PROVIDING FOR THE ANNUAL SALARIES OF THE MAYOR AND COMMISSIONERS; PROVIDING FOR A PERIODIC REVIEW OF SAID SALARIES; PROVIDING FOR INCORPORATION AND CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.
Ordinance No. 5-25-72

9.C. **ORDINANCE NO. 90-25-257, Public Hearing and First Reading** 89 - 108
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING SECTION 24-89, STORMWATER, DRAINAGE, STORAGE AND TREATMENT REQUIREMENT TO REDUCE THE REQUIREMENTS RELATED TO RESIDENTIAL STORMWATERS STORAGE, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 90-25-257

9.D. **ORDINANCE NO. 90-25-258, Public Hearing and First Reading** 109 - 133
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, HEREBY AMENDING THE LAND DEVELOPMENT REGULATIONS AS ADOPTED BY ORDINANCE NUMBER 90-24-253, INCLUDING ALL AMENDMENTS THERETO; THIS ORDINANCE SPECIFICALLY AMENDING SECTION 24-161, OFF-STREET PARKING AND LOADING, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 90-25-258

10. MISCELLANEOUS BUSINESS

None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, 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
Budget Workshop Meeting
Wednesday, September 3, 2025 - 5:00 PM
City Hall, Commission Chamber
800 Seminole Road, FL 32233

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1 (At Large)
Bruce Bole, Commissioner - Seat 2 (District 1308)
Thomas Grant, 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)
Ladayija Nichols, Deputy City Clerk (DCC)
Brittany Percell, Finance Director (FD)
Rick Carper, Interim Public Works Director (PWD)
Amanda Askew, Neighborhoods Department Dir. (NDD)
Victor Gualillo, Police Chief (PC)
Steve Swann, City Engineer (CE)

CALL TO ORDER
Mayor Ford called the meeting to order at 5:07 PM

1. PUBLIC COMMENT
The following speaker provided their comments:

Sarah Boren

2. TOPICS

A. Budget Workshop #7 Presentation
Final Overview

CM Killingsworth presented as detailed in the agenda packet and answered questions from the Commission. FD Percell, PWD Carper, NDD Askew, PC Gualillo, and CE Swann answered questions.

The Commission reviewed proposed enhancements and, following extensive discussion, there was a ***CONSENSUS*** to approve funding allocations totaling approximately $1.9 million. Final decisions are reflected in an Excel spreadsheet (which is attached hereto and made part of this Official Record as **Attachment A**).

DRAFT

The Commission discussed the following items and reached agreement on the following items as noted:

- Beaches Town Center Street Light Replacement – $100,000, contingent upon participation from Neptune Beach.
- Fletcher High School Band – $5,000, contingent on matching funds from Jacksonville Beach and/or Neptune Beach.
- New Walkovers – The Commission removed this item ($140,000) from consideration following an update from Mayor Ford regarding potential federal funding for dune walkover projects communicated by Congressman Rutherford's office.
- ESC Awards – The Commission agreed to incorporate the ESC awards into the City's Annual Committee Appreciation event. CM Killingsworth noted that approximately $2,000 could likely be identified within the existing budget to support the film series initiative.

9-3-25 Attachment A

ADJOURNMENT
The meeting adjourned at 7:05 PM.

Attest:

_____ _____
Curtis Ford, Mayor Ladayija Nichols, Deputy City Clerk

Date Approved: _____

DRAFT

Attachment A to
9-3-25- Minutes

Description	Amount	Selected Items	Ford	Bole	Grant	Kelly	Ring
		$52,550					
		$1,847,450	$827,450	$1,998,450	$2,003,000	$2,011,950	$1,327,450
Dog Park Upgrades	$10,000	$10,000		$10,000	$10,000	$10,000	$10,000
Donner Park Baseball Field Upgrades LED Lighting Conversion	$35,000	$35,000	$35,000		$35,000	$35,000	$35,000
Arborist	$74,250	$74,250	$74,250	$74,250		$74,250	$74,250
Boy Scouts	$5,000	$5,000		$5,000	$5,000	$5,000	$5,000
Marsh Oaks Community Center	$325,000	$325,000		$325,000	$325,000	$325,000	$325,000
Building Maintenance Technician	$65,200	$65,200	$65,200	$65,200		$65,200	$65,200
Veterans' Park Pavilion	$50,000	$50,000		$50,000	$50,000	$50,000	$50,000
Plaza Drive Reconstruction - Sailfish W. To Nautical Blvd.	$250,000	$250,000		$250,000	$250,000	$250,000	$250,000
Tideviews Boardwalk Refurbishment	$100,000	$100,000		$100,000	$100,000	$100,000	$100,000
Gail Baker Center Decking Repairs	$60,000	$60,000		$60,000	$60,000	$60,000	$60,000
Adele Grage Roof Replacement	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Outside Air Unit Replacement	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000	$120,000
America 250 Celebration	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Dutton Island Dead Tree Removal	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Russell Park Concession Stand Windows	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Beach Access And Preserve Walkway Repairs Maintenance	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Replace Bull Park Cabana With Parking	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000
Tideviews Park ADA Access To Sunset Pier	$15,000				$15,000	$15,000	
Towncenter Street Light Replacement	$100,000	$100,000		$100,000	$100,000	$100,000	
Ditch Maintenance	$25,000	$50,000	$25,000	$25,000	$25,000	$25,000	$25,000
Tennis and Basketball Resurfacing	$100,000	$100,000		$100,000	$100,000	$100,000	
New Walkovers - Locations TBD	$140,000			$140,000	$140,000	$140,000	
Replace 6 Bay Barn With Metal 6-Bay Building	$300,000	$300,000	$300,000	$300,000		$300,000	
Speed Display Trailer	$12,500					$12,500	
Dutton Island Park Replace/Rehab Causeway Bridge Sheetpiling	$900,000						
Donner Park Path and Dudley Entrance Upgrade	$115,000				$115,000		
Aquatic Dog Park - Bulkhead In Pond	$90,000			$90,000			
Public Works Garage Shed Shop 22x30	$35,000						
Thermoplastic Crosswalk Throughout City	$25,000					$25,000	
New A/C Units - Locations TBD	$20,000				$20,000		
Misc. Professional Engineering Services (Admin Division)	$10,000						
Misc. Professional Engineering Services (Road & Streets Division)	$10,000						
Sidewalks Throughout City As Needed	$125,000				$125,000		
Jordan Park Angeled Parking	$30,000						
CAT SKID STEER With Attachments	$70,000						
Tile Restrooms At Dutton Island And Donner Park	$10,000	$10,000	$10,000		$10,000	$10,000	$10,000
Jordan Park Parallel Parking	$60,000						
Jordan Roof Replacement	$65,000						
Scorpion II Trailer Attenuator	$50,000				$50,000		
Ice Machine	$5,000	$0			$5,000		
Russell Park Baseball Maintenance	$25,000				$25,000		
Baseball Light Repairs - Jack Russell	$65,000				$65,000		
Ashby Park Upgrade Play Equipment	$45,000				$45,000		
Johansen Park Refurbish Memorial Planter	$11,000						
Veterans' Park Bike Racks	$10,000				$10,000	$10,000	
Tideviews Park Kayak Launch Replacement	$40,000						
Dutton Island Trailhead Wayfinding	$15,000						
New Picnic Cabanas at Splash Pad	$10,000	$10,000	$10,000		$10,000	$10,000	$10,000
Sod Aquatic Dog Park Maintenance	$9,000			$9,000			
Jordan Park Entrance Sign And Enhancements	$15,000						
Improve Dudley Entrance At Donner Park	$15,000						
Duton Island Install of Surface Edging	$20,000						
Fairway Villas Xeriscaping	$10,000	$10,000	$10,000		$10,000		$10,000
Fairway Villas Sign and Entrance Feature	$3,000	$3,000	$3,000		$3,000		$3,000
Johansen Park Other Signage	$10,000						
Fletcher Band	$5,000	$5,000	$5,000	$5,000	$5,000		$5,000
Johansen Park Educational Signage For Trees	$8,000						
	$3,892,950	**$1,852,450**	**$827,450**	**#########**	**$2,003,000**	**$2,011,950**	**#########**
		$47,550					

MINUTES
Regular City Commission Meeting
Monday, September 8, 2025 - 6:00 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 6:00 PM.

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 (At Large)
	Bruce Bole, Commissioner - Seat 2 (District 1308)
	Candace Kelly, Commissioner - Seat 4 (District 1306)
	Jessica Ring, Commissioner - Seat 5 (District 1312)
	Thomas Grant, Commissioner - Seat 3 (District 1307)
Also Present:	William B. Killingsworth, City Manager (CM)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Kevin Hogencamp, Deputy City Manager (DCM)
	Ladayija Nichols, Deputy City Clerk (DCC)
	Victor Gualillo, Police Chief (PC)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Budget Workshop held on August 25, 2025.

The Commission approved the minutes as submitted.

1B. Approve minutes of the Regular Commission Meeting held on August 25, 2025.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

CC Bartle called the roll.

PUBLIC COMMENT

The following speakers provided their comments:

Stephanie Trefry
Sunny Wroten
Mitch Reeves
Emily McCarthy
Brinkley Harrell

DRAFT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Sept.-Nov. 2025)

There was a ***CONSENSUS*** to accept the 90-Day Calendar.

3.B. Community Development Board (CDB) Backyard Hens Discussion

CM Killingsworth explained as detailed in the agenda packet. He expressed that he would report back on how many attached dwellings have 5,000 sq. ft. or more at the next meeting.

Additional Updates

- Wastewater Treatment Plant: Staff is in the process of draining the DAVCO tank (approx. 500,000 gallons), expected to be completed by September 9, 2025. This tank is believed to be the primary source of odors. Commissioner Grant requested broader particle detection capabilities beyond sulfur dioxide sensors. The Commission requested bi-weekly progress updates be posted on the City's website each Wednesday and Friday. Commissioner Bole requested the City Engineer attend all meetings until the issue is resolved.
- Generator Installation: Reported a delay in generator installation due to a permitting discrepancy raised by residents. He clarified that a third-party engineer had not yet signed off as previously stated; an engineer is currently reviewing the matter.
- Employee Appreciation Video: Shown and made available online through this link: (http://weblink.coab.us/WebLink/ElectronicFile.aspx?docid=1224850&dbid=0&repo=CityofAtlanticBeach).

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Expressed support for Atlantic Beach Elementary (ABE). He voiced concern over city funding for public schools, given residents already pay Duval County education taxes. He announced that he plans to attend the FABE (Friends of Atlantic Beach) fundraiser on September 27, 2025.

Commissioner Grant

- Recognized resident Mark Stewart for National Service Dog Month, highlighting his volunteer work raising puppies for Canine Companions. He encouraged public interest in volunteering or donating to the organization.

Commissioner Kelly

- Reminded everyone that Thursday is 9/11; encouraged appreciation of first responders.
- Noted the upcoming Constitution Week; encouraged reviewing the Constitution.

Commissioner Ring

- Raised concerns over changes to ARCC grant criteria affecting educational programs. Noted that the City currently provides ABE annual funding for landscaping. She advocated increasing funding to ABE and potential support for Mayport Middle School and Fletcher High School's band.
- Addressed a recent incident that occurred near Dutton Island. PC Gualillo responded to these concerns.

DRAFT

Mayor Ford

- Addressed the school funding issue, noting grants should be used to launch initiatives rather than provide ongoing support. He acknowledged that ABE is a unique case as the only school within City limits and due to existing facility access agreements.
- Thanked CM Killingsworth for efforts to improve processes and transparency, noting evolving public expectations.
- Requested chair yoga expenses following a public comparison of the program's costs.

4.A. Constitution Week Proclamation

Mayor Ford read and presented this proclamation to Commissioner Kelly (which is attached hereto and made part of this Official Record as **Attachment A**).

9-8-25 Attachment A

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 25-72.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE 2025-2028 COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION COLLECTIVE BARGAINING AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Approve Resolution (No.) 25-72 (Consent Agenda Item 6A as written).

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

None.

DRAFT

9. ACTION ON ORDINANCES

9.A. Public Hearings and First Reading on adoption of a Tentative Millage Rate and Ordinance No. 20-25-180 establishing the Operating Budget for fiscal year 2025/2026.

AN ORDINANCE ADOPTING THE FINAL BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

Mayor Ford stated the Millage Rate is currently 2.8410 for the City. The Tentative Millage Rate is 2.8410, the same. The Roll-Back Rate is 2.6312. The Tentative Millage Rate is 7.97% more than the Roll-Back Rate. The purpose for adopting the millage rate of 2.8410 is to maintain a level of ad valorem tax revenue sufficient to maintain adequate funding for the existing level of services at anticipated and proposed cost and to continue to maintain the City's infrastructure.

9-8-25 Attachment B

MOTION: Maintain the Millage Rate of 2.8410.

Motion: Bruce Bole
Second: Candace Kelly

The public hearing was opened.

The following speakers provided their comments:

Mitch Reeves
Brinkley Harrell

The public hearing was closed.

Discussion ensued. Commissioner Grant requested data on total salary costs and revenue generated from increased property values. After further discussion, Commissioner Bole agreed to send an email to staff identifying what data is being requested for the next meeting.

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

Motion passed 5 to 0.

CM Killingsworth summarized a report from the City's risk manager regarding the arborist position. CA Gabriel agreed to further review the matter, and the Commission opted to retain the arborist position in the budget pending additional information.

Discussion about funding for educational programs ensued.

DRAFT

MOTION: Amend the Operating Budget including ABE, awarding them $10,000; Mayport Middle School, awarding them $5,000; and Fletcher High School, awarding them $5,000.

Motion: Jessica Ring
Second: Thomas Grant

After further discussion, Commissioner Grant made a friendly amendment to the motion that (instead) establishes a one-time $20,000 educational grant budget with $10,000 coming from ARCC, reducing their total budget from $75,000 to $65,000. Commissioner Ring accepted this amendment.

It was clarified that $20,000 will be added as a line item to the Commission budget in addition to reducing ARCC's budget from $75,000 to $65,000.

Based on acceptance of the friendly amendment, the motion was replaced with the following Amended Motion.

AMENDED MOTION: Amend budget to add a one-time $20,000 Commission budget line item with $10,000 coming from ARCC, reducing their total budget from $75,000 to 65,000.

Motion: Jessica Ring
Second: Thomas Grant

Commissioner Kelly clarified her reasons for abstaining from the vote, as outlined in Form 8B (which is attached hereto and made part of this Official Record as **Attachment B**).

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

Motion passed 4 to 0.

MOTION: Approve Ordinance 20-25-180 as amended.

Motion: Bruce Bole
Second: Jessica Ring

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

Motion passed 5 to 0.

DRAFT

9.B. ORDINANCE NO. 5-25-72, Introduction and First Reading

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COMMISSION" SECTION 2-20, "SALARY OF MEMBERS," OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTIC BEACH; PROVIDING FOR THE ANNUAL SALARIES OF THE MAYOR AND COMMISSIONERS; PROVIDING FOR A PERIODIC REVIEW OF SAID SALARIES; PROVIDING FOR INCORPORATION AND CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Approve Ordinance (No.) 5-25-72 (on first reading).

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 4 to 1.

10. MISCELLANEOUS BUSINESS

None.

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Noted he would be in Washington, D.C. on September 22 but expected to return in time for the Commission meeting.

Commissioner Kelly

- Mentioned she would also be flying back into town on September 22 and anticipated being present for the meeting. CM Killingsworth reminded the Commission that four affirmative votes are required to adopt the current millage rate.

Commissioner Ring

- Expressed appreciation for the employee recognition video.

DRAFT

Mayor Ford

- Commended the Commission for reaching a reasonable compromise on the education grant funding, noting that while not all parties may be satisfied, the outcome reflects strong collaborative effort. He thanked the Commission for their work.

13. ADJOURNMENT

The meeting adjourned at 8:32 PM.

Attest:

Donna L. Bartle, City Clerk	Curtis Ford, Mayor

Date Approved: _____

DRAFT

Attachment A to
9-8-25 Minutes

Proclamation of the City of Atlantic Beach

in Recognition of

Constitution Week

WHEREAS, September 17, 2025, marks the 238th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

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

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

NOW, THEREFORE, I, Curtis Ford, Mayor of the City of Atlantic Beach, Florida, do hereby proclaim the week of September 17-23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 8th day of September 2025.

Curtis Ford, Mayor

Attachment B to
9-8-25 Minutes

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME KELLY Candace L.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Atlantic Beach City Commission
MAILING ADDRESS 142 Sylvan Dr.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Atlantic Beach COUNTY Duval	NAME OF POLITICAL SUBDIVISION: City of Atlantic Beach Duval FL
DATE ON WHICH VOTE OCCURRED 8 Sept 25	MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

Attachment B to
9-8-25 Minutes

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Candace Kelly, hereby disclose that on 8 Sept, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

X inured to the special gain or loss of my relative, Mason Seiler;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

move to grant $ to Atlantic Beach elementary could affect the programs available to a grandchild attending that school

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11 Sept 25
Date Filed

C Kelly
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

PAGE 2

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: September 17, 2025

MEETING DATE: September 22, 2025

BACKGROUND: 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.

Please note that the 2025 town hall meetings have been scheduled for:

- Saturday, October 18 at the Adele Grage Cultural Center

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for September 2025-November 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (September 2025-November 2025)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

September 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 Labor Day Holiday City Offices Closed	2 Special Called ESC Tree Sub. Meeting 6 pm	3 Budget Workshop 5pm Code Enforcement Special Magistrate 2 pm	4 Environmental Speaker Series 6 pm	5	6
7 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	8 City Commission 6:00 pm (Invoc-Bole)	9 Arts, Recreation, Culture Committee 6 pm	10 Environmental Stewardship Cmte. 6 pm	11	12	13
14 Farmers Market 10 am-2 pm (Russell Park)	15	16	17	18	19 Fall Paint Night – Registration Required 6 pm Adele Grage	20 Fall Festival (Donner Park) 10 am-1 pm
21 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	22 City Commission 6:00 pm (Invoc-Grant)	23 Community Development Board 6 pm	24 Environmental Stewardship Cmte. 6 pm	25 Donner Park Playground Enhancements Mtg. 2 pm	26	27
28 Farmers Market 10 am-2 pm (Russell Park)	29	30				

CITY COMMISSION

October 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Speaker Series 6 pm	3	4
5 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	6	7	8 Environmental Stewardship Cmte. 6 pm	9	10	11 Fallen Heroes Monument Dedication 9am Hopkins Creek Community Clean-Up 10am
12 Farmers Market 10 am-2 pm (Russell Park)	13 City Commission 6:00 pm (Invoc-Kelly)	14 Arts, Recreation, Culture Committee 6 pm	15	16	17 Blood Drive Noon-5 pm	18 Town Hall Meeting 10 am (Adele Grage) Family Fun Day Jack Russell Park
19 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	20	21 Community Development Board 6 pm	22 Environmental Stewardship Cmte. 6 pm	23	24	25 Sea and Sky Air Show
26 Tricks & Trees Giveaway 10 am-Noon Farmers Market 10 am-2 pm (Russell Park) Sea and Sky Air Show	27 City Commission 6:00 pm (Invoc-Ring)	28 Board Member Review Committee 6 pm	29	30	31	

CITY COMMISSION

November 2025

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2 Farmers Market 10 am-2 pm (Russell Park)	3	4	5	6 Code Enforcement Special Magistrate 2 pm Environmental Speaker Series 6 pm	7	8
9 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	10 City Commission 6:00 pm (Invoc-Ford)	11 City Offices Closed Veteran's Day Holiday Veteran's Day Event 9am (Veterans Park)	12 Environmental Stewardship Cmte. 6 pm	13 Pension Boards 6 pm	14	15 Movie in the Park Sunset (Johansen Park)
16 Farmers Market 10 am-2 pm (Russell Park)	17	18 Community Development Board 6 pm	19 Environmental Stewardship Cmte. 6 pm	20	21	22
23 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	24 City Commission 6:00 pm (Invoc-Bole)	25	26	27	28	29
30 Farmers Market 10 am-2 pm (Russell Park)						

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 25-73 authorizing the submission of an application for Florida Recreation Development Assistance Program (FRDAP) funding from the Florida Department of Environmental Protection for the Fiscal Year 2025-26 funding cycle for upgrades to the Donner Park playground.

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

TODAY'S DATE September 11, 2025

MEETING DATE: September 22, 2025

SUMMARY: The Florida Recreation Development Assistance Program (FRDAP) is a competitive reimbursement grant program that provides financial assistance for acquisition or development of land for public outdoor recreation. The program is administered by Florida's Departmental of Environmental Protection (FDEP), Office of Operations, Land and Recreation Grants Section in accordance with Florida Administrative Code.

City staff is working with Langton Consulting to submit an application for FRDAP funding for improvements to the Donner Park playground. If the grant is awarded, FRDAP will cost-share based on the ranking of the project. It is anticipated that it will be a 75/25 cost share. If the grant is awarded, the City will need a budget modification for the matching funds.

FDEP's ability to award FRDAP grants is contingent upon annual Florida Legislature appropriation. Should the project receive funding, grantees have up to three years from the start of the state's fiscal year in which funds are appropriated to complete the project.

BUDGET: Depends on the grant awarded amount and the required match

RECOMMENDATION: Approval of Resolution No. 25-73

ATTACHMENT: Resolution No. 25-73

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 25-76

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FUNDING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FISCAL YEAR 2025-26 FUNDING CYCLE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach recognizes there is a present and growing need for outdoor recreation opportunities of all ages within its corporate limits; and

WHEREAS, the City of Atlantic Beach desires to provide such recreational opportunities but requires financial assistance, and the Florida Department of Environmental Protection is soliciting applications for Florida Recreation Development Assistance Program (FRDAP) funding; and

WHEREAS, the City of Atlantic Beach desires to submit an application for FRDAP funding to fund upgrades to the playground at Donner Park.

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

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

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

Section 3. The City Manager is authorized to execute any contracts and purchase orders 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 22rd day of September 2025

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-77 Renewal of Liability and Workers' Compensation Insurance

SUBMITTED BY: Cathy Varian, Director of Human Resources

TODAY'S DATE: September 15, 2025

MEETING DATE: September 22, 2025

BACKGROUND: This year, Gallagher, our insurance broker, received a renewal proposal from Preferred Governmental Insurance Trust- PGIT (incumbent carrier for Property/Crime/General Liability/Law Enforcement Liability/Public Officials & Employment Practices Liability/Auto, as well as Workers Compensation) for all lines of coverage handled by the Trust.

Due to a number of factors, we budgeted for a 10% increase in general liability and workers' comp premiums and were thrilled to come in at an overall 4.3% decrease.

Pollution liability insurance is a three-year fixed-price program, with the new term beginning this year. That three-year renewal came in with a decrease from the last three-year term of 1.2% for a total premium of 53,778.90.

The City would like to move forward with PGIT for all lines. A summary of the key PGIT advantages are as follows:

- The City has enjoyed great working relationship with PGIT claims and loss control resources.
- Satisfactory Workers' Compensation insurance administration.
- PGIT program now provides $1,000,000 of Deadly Weapons Protection including sub-limits of coverage for Crisis Management, Counseling Services, Funeral Expenses.
- They provide a Cyber Liability coverage that includes excellent training and customer service.
- This premium includes our annual broker fee.

BUDGET: Current annual premiums (excluding pollution) are $945,781.49 with a budgeted increase of 10%. Renewal premiums are $905,358.49, which represents a 4.3% decrease (-$40,436.84). Total premium, including 3-year pollution renewal and broker fee is $1,004,137.39, for an overall decrease in program costs of 4.1%.

RECOMMENDATION: Approve Resolution No. 25-77.

ATTACHMENTS: Resolution No. 25-77
Proposal of Insurance

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-77

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING RENEWAL OF ALL LIABILITY INSURANCES AND WORKERS' COMPENSATION INSURANCE WITH PREFERRED GOVERNMENTAL INSURANCE TRUST FOR 2025-2026, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEVANT DOCUMENTS.

WHEREAS, the City of Atlantic Beach currently has a contract in place with the Preferred Governmental Insurance Trust (PGIT) for general liability and workers' compensation insurances; and

WHEREAS, the City's insurance broker, received an outstanding renewal proposal from PGIT; and

WHEREAS, the option provided by PGIT for all lines is preferable to the City for several reasons, including the rate quotes, the positive on-going working relationship, the fact that PGIT provides full prior acts coverage for Public Officials and Employment Practices Liability coverage and the PGIT program now provides $1,000,000 of Deadly Weapons Protection including sub-limits of coverage for Crisis Management, Counseling Services and Funeral Expenses;

WHEREAS, the pending City budget proposal includes a 10% increase in these premiums.

WHEREAS, this option represents a 4.3% decrease (-$40,436.84) in premiums from the expiring policies, for a total premium (including pollution and broker fee) of $1,004,137.39.

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

SECTION 1. The City Commission hereby approves renewal of all lines of liability insurances and workers' compensation insurance with Preferred Governmental Insurance Trust;

SECTION 2. The City Commission hereby authorizes the City Manager to sign all related renewal documents.

PASSED AND ADOPTED by the City of Atlantic Beach, this 22nd day of September, 2025.

_____
Cutis Ford, Mayor

Attest:

Approved as to form and correctness:

_____
Donna L. Bartle, City Clerk

_____
Jason Gabriel, City Attorney



Proposal of Insurance

City of Atlantic Beach

800 Seminole Rd
Atlantic Beach, FL 32233

Presentation Date: September 11, 2025
Effective Date: October 01, 2025

Shaun Woleshin
Area Executive Vice President
Arthur J Gallagher Risk Management Services, LLC
501 Riverside Avenue, Suite 1000
Jacksonville, FL 32202
(904) 548 2302
Shaun_Woleshin@ajg.com

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293

Gallagher

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City of Atlantic Beach

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions. We have been able to achieve our goal of a competitively priced program that protects your risk and exposures. We are recommending that you place your insurance program as shown below.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Commercial Package
  - Property
  - Inland Marine
  - Crime
  - Cyber
  - General Liability
  - Automobile Liability
- Premises Pollution Liability
- Accidental Death & Dismemberment
- Workers' Compensation
- Fiduciary Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, ***"Client Authorization to Bind Coverage":***

- Note any changes you desire to make.
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,
Corey Markle

Corey Markle
Client Service Manager

Enclosure

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City of Atlantic Beach

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Role	Email	Phone
Shaun Woleshin Area Executive Vice President	Producer	Shaun_Woleshin@ajg.com	(904) 548 2302 (p)
Corey Markle Client Service Manager	Client Service Manager	Corey_Markle@ajg.com	(904) 421 4320 (p)
Chandra Waters Claims Advocate	Claims Advocate (P&C)	Chandra_Waters@ajg.com	(904) 421 5352 (p)
Gary Smid, RPLU Client Service Executive	Client Service Executive	Gary_Smid@ajg.com	(813) 367 5602 (p)

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Named Insured

Named Insured	Commercial Package	Premises Pollution Liability	Statutory AD&D	Workers' Compensation	Fiduciary Liability
City of Atlantic Beach	X	X	X	X	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

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City of Atlantic Beach

Premium Summary

Property & Inland Marine	Expiring 10/01/2024-2025	Renewal 10/01/2025-2026	Variance
	P.G.I.T.	P.G.I.T.	
A.M. Best Rating	N/A	N/A	
Admitted or Non Admitted	N/A	N/A	
Buildings & Contents Total Insured Value	49,344,170	**56,541,194**	14.6%
Blanket Unscheduled Equipment Total	708,205	708,205	0.0%
Scheduled Equipment Total	2,252,384	**2,638,951**	17.2%
Total Insured Value	52,304,759	**59,888,350**	14.5%
Equipment Breakdown	49,344,170	56,541,194	
Named Windstorm Per Occurrence	5% TIV Per Occurrence/Per Location for Named Storm subject to 35,000 minimum	5% TIV Per Occurrence/Per Location for Named Storm subject to 35,000 minimum	
All Other Perils Deductible: Per Occurrence Buildings & Contents and Extensions of Coverage	$10,000	$10,000	
Inland Marine Deductible - per occurrence	$5,000	$5,000	
Inland Marine Deductible - Named Storm	5% Per Occurrence/ Per Item, 35k min.	5% Per Occurrence/ Per Item, 35k min.	
Flood Limit - Excess of NFIP, whether purchased or not	$3,000,000 Per Occurrence & Aggregate	$3,000,000 Per Occurrence & Aggregate	
Flood Deductible	Excess of NFIP for Flood Zones A&V; $10,000 All Other Zones	Excess of NFIP for Flood Zones A&V; $10,000 All Other Zones	
Earth Movement	$5,000,000 Per Occurrence & Aggregate	$5,000,000 Per Occurrence & Aggregate	
Earth Movement Deductible	$10,000	$10,000	
Terrorism	$5,000,000 Per Occurrence & Aggregate	$5,000,000 Per Occurrence & Aggregate	
Terrorism Deductible	$10,000	$10,000	
Property Premium	$414,002.00	$405,951.00	-1.9%
Inland Marine Premium	$5,565.00	$5,537.00	-0.5%
Total Equipment Breakdown Premium	Included in Property	Included in Property	
Total Property & IM Premium	**$419,567.00**	**$411,488.00**	**-1.9%**
Minimum Earned Premium	25%	25%	

Crime	Expiring	Renewal	
	P.G.I.T.	P.G.I.T.	
Employee Dishonesty, per loss	$250,000	$250,000	
Deductible - any one occurrence	$1,000	$1,000	
Forgery or Alteration	$250,000	$250,000	
Deductible - any one occurrence	$1,000	$1,000	
Theft, Disappearance or Destruction - Money and Securities Only	$250,000	$250,000	
Deductible - any one occurrence	$1,000	$1,000	
Computer Fraud including Funds Transfer Fraud	$250,000	$250,000	
Deductible - any one occurrence	$1,000	$1,000	
Total Crime Premium	**$1,304.00**	**$1,303.00**	**-0.1%**

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City of Atlantic Beach

General Liability (incl. EBL. & Drone Liability)	Expiring	Renewal	
General Liability - Occurrence Form	P.G.I.T.	P.G.I.T.	
Bodily Injury & Property Damage Limit Combined Single Limit	$2,000,000	$2,000,000	
Personal & Advertising Injury	Included	Included	
Products & Completed Operations Limit	Included	Included	
Employee Benefits Liability Limit - Per Person	$2,000,000	$2,000,000	
Unmanned Aircraft - Per Occurrence/Aggregate	$500,000	$500,000	
Deductible - Per Occurrence Bodily Injury & Property Damage Combined	$10,000	$10,000	
Exposure			
Payroll (excluding Police)	$6,980,616	**$7,451,540**	6.7%
Total General & EBL Premium	**$45,185.00**	**$48,180.00**	**6.6%**

Law Enforcement Liability	Expiring	Renewal	
Occurrence Form	P.G.I.T.	P.G.I.T.	
Per Person	$2,000,000	$2,000,000	
Per Occurrence	$2,000,000	$2,000,000	
Deductible - Per Occurrence	$10,000	$10,000	
Exposures			
Payroll (Policy only)	$2,926,009	**$3,013,789**	3.0%
# of Full Time Officers	34	**30**	-11.8%
# of Part Time Officers	1	1	
# of Volunteer Officers	0	0	
Total LEL Premium	**$29,899.00**	**$29,899.00**	**0.0%**

Deadly Weapon Protection	Expiring	Renewal	
Claims Made	P.G.I.T.	P.G.I.T.	
Third Party Liability Coverage	$1,000,000	$1,000,000	
24-hr Crisis Management Services	Included	Included	
Counseling Services - Sublimit	$250,000	$250,000	
Funeral Expenses - Sublimit	$250,000	$250,000	
Deductible	$0	$0	
Retroactive Date	10/1/2019	10/1/2019	
Deadly Weapon Premium	**Included**	**Included**	

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Public Officials & Employment Practices Liability	Expiring	Renewal	
Public Officials Liability - Claims Made Form	**P.G.I.T.**	**P.G.I.T.**	
Limit of Liability - Per Claim/Occurrence	$2,000,000	$2,000,000	
Limit of Liability - Aggregate	N/A	N/A	
Deductible - Each Claim	$10,000	$10,000	
Employment Practices Liability - Claims Made Form			
Limit of Liability - Per Claim/Occurrence	$2,000,000	$2,000,000	
Limit of Liability - Aggregate	N/A	N/A	
Deductible - Each Claim	$10,000	$10,000	
Exposures			
# of Full Time Employees	156	**124**	
# of Part Time Employees	55	**56**	
# of Volunteer Employees	23	23	
Total Employees	234	**203**	-13.2%
Payroll	$9,906,625	**$10,465,329**	5.6%
Total PO & EPL Premium	**$127,828.00**	**$115,531.00**	**-9.6%**

Cyber Liability	Expiring	Renewal	
Cyber Liability - Claims Made Form	**P.G.I.T.**	**P.G.I.T.**	
Policy Limit - Annual Aggregate	Same as Expiring		
Deductible	Same as Expiring		
Retroactive Date	Same as Expiring		
Cyber Liability Premium	**$6,388.00**	**$7,033.00**	**10.1%**

In accordance with Florida Statute 119.0725, Gallagher has omitted Cyber Liability coverage details above to shield the City from increased potential risk of cyber and ransomware attacks should such details be released on public record.

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Auto (including Hired & Non-Owned Liability)	Expiring	Renewal	
	P.G.I.T.	P.G.I.T.	
Bodily Injury & Property Damage Combined Single Limit - Total Any One Accident	$2,000,000	$2,000,000	
Personal Injury Protection	Statutory	Statutory	
Comprehensive/Collision Deductibles	$1,000 / $1,000	$1,000 / $1,000	
Hired/Borrowed Auto Liability	Included	Included	
Non-Owned Auto Liability (Excess Only)	Included	Included	
Hired Physical Damage	$35,000 Limit $1,000 Deductible	$35,000 Limit $1,000 Deductible	
Exposure			
Number of Autos	143	**136**	-4.9%
Auto Value	4,850,115	**4,745,783**	-2.2%
Total Auto Premium	**$114,842.00**	**$117,914.00**	**2.7%**
Workers' Compensation	**Expiring**	**Renewal**	
	P.G.I.T.	P.G.I.T.	
Employer Liability Limits	$1,000,000 / $1,000,000 / $1,000,000	$1,000,000 / $1,000,000 / $1,000,000	
Gross Payroll	$9,906,625	**$10,465,329**	5.6%
Experience Mod	0.89	**0.67**	-24.7%
Pay In Premium	**$190,516.00**	**$163,461.00**	**-14.2%**
Total PGIT Premium	**$935,529.00**	**$894,809.00**	**-4.4%**
Pollution (Storage Tank) Liability (3-year term)	**Expiring 10/01/2022-25**	**Renewal 10/01/2025-28**	
Claims-Made Form	**Illinois Union Insurance Company**	**Illinois Union Insurance Company**	
A.M. Best Rating	A++ XV	A++ XV	
Admitted or Non Admitted	Non-Admitted	Non-Admitted	
Limits of Liability - Per Incident	2,000,000	2,000,000	
Total Policy Aggregate Limit	7,000,000	7,000,000	
Deductible - Per Incident	25,000	25,000	
Retroactive Date	10/1/1998	10/1/1998	
Exposures			
# of ASTs	5	4	
# of USTs	2	2	
Policy Premium (Full Pay for all 3 years)	$51,818.00	$51,218.00	
SL Taxes and Fees	$2,590.98	$2,560.90	
Total Policy Premium (Full Pay)	**54,408.98**	**53,778.90**	**-1.2%**
Total Annualized Premium	**$18,136.33**	**$17,926.30**	**-1.2%**
TRIA Additional Premium (Optional)	Declined	2,561.00	
NOTE: The Total Policy Premium above is due to the carrier on a Full Pay schedule at inception - the annualized premium is broken out for illustrative purposes and for clear explanation of its annual impact on the Total Program Cost.			
Minimum Earned Premium	25%	25%	

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Statutory Benefits: Accidental Death & Dismemberment	Expiring 10/01/2023-2025	Renewal 10/01/2025-2027	
	Ace American Insurance Co.	Ace American Insurance Co.	
Accidental Death Benefit - Unlawful & Intentional Death & Dismemberment	$225,000	$225,000	
Accidental Death Benefit - in fresh pursuit	$150,000	$150,000	
Accidental Death & Dismemberment Benefit - In the line of duty	$75,000	$75,000	
Funeral and Burial Expense benefit	$1,000	$1,000	
Accident Total Disability Benefit	Eligible for 100% of Benefits (above)	Eligible for 100% of Benefits (above)	
Exposures			
Headcount	96	96	
Total Statutory Benefits Premium (2-year prepaid)	**$3,709.00**	**$3,733.00**	**0.6%**
Annualized Premium	$1,854.50	$1,866.50	
Fiduciary Liability	**Expiring 10/01/2024-2025**	**Renewal 10/01/2025-2026**	
	Hudson Insurance Company	Hudson Insurance Company	
Pending or Prior Proceeding Date	10/1/2011	10/1/2011	
Continuity Date	None Full Prior Acts Coverage	None Full Prior Acts Coverage	
Aggregate Limit for all losses	2,000,000	2,000,000	
Deductible - Each Claim	5,000	5,000	
Policy Premium	$6,479.00	$6,749.00	
Surcharges	$64.79	$67.49	
Total Fiduciary Liability Premium*	**$6,543.79**	**$6,816.49**	**4.2%**
Total Premium (exc. Pollution)	**$945,781.79**	**$905,358.49**	**-4.3%**
Total Premium w/ 3-year Pollution Renewal	**-**	**$959,137.39**	
Annual Broker Fee	**$45,000.00**	**$45,000.00**	**0.0%**
Total Program Cost (exc. Pollution)	**$990,781.79**	**$950,358.49**	**-4.1%**
Total Program Cost w/ 3-year Pollution Included Note: City paid last 3-year premium in full in 2022	**-**	**$1,004,137.39**	

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Commercial Package (Property, Inland Marine, Crime, General Liability, Automobile Liability), Premises Pollution Liability, Accidental Death & Dismemberment, Workers' Compensation, Commercial Lines Flood – NFIP, Fiduciary Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

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Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Commercial Package	Preferred Governmental Insurance Trust	Quoted	Non-Admitted
Premises Pollution Liability	Illinois Union Insurance Company (A++ XV)	Quoted	Non-Admitted
Accidental Death & Dismemberment	ACE American Insurance Company (A++ XV)	Quoted	Admitted
Workers' Compensation	Preferred Governmental Insurance Trust	Quoted	Non-Admitted
Fiduciary Liability	Hudson Insurance Company	Quoted	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers, and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

City of Atlantic Beach

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Commercial Package	Immediately report claims directly to:
Insurer: Illinois Union Insurance Company **Policy Term:** 10/01/2025 – 10/01/2026	Insurer/TPA Name: Illinois Union Insurance Company Phone: "CHUBB Policy: 800-252-4670 ACE Policy: 1-800-433-0385" Fax: "Chubb: 1-800-300-2538 ACE: 1-877-395-0131" Email: acecrs-claims@chubb.com Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx

Coverage(s): Premises Pollution Liability	Immediately report claims directly to:
Insurer: Illinois Union Insurance Company **Policy Term:** 10/01/2025 – 10/01/2028	Insurer/TPA Name: Illinois Union Insurance Company Phone: "CHUBB Policy: 800-252-4670 ACE Policy: 1-800-433-0385" Fax: "Chubb: 1-800-300-2538 ACE: 1-877-395-0131" Email: acecrs-claims@chubb.com Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx

Coverage(s): Accidental Death & Dismemberment	Immediately report claims directly to:
Insurer: ACE American Insurance Company **Policy Term:** 10/01/2025 – 10/01/2027	Insurer/TPA Name: ACE American Insurance Company Phone: 1-800-433-0385 Fax: 1-800-884-3946 Email: chubbclaimsfirstnotice@chubb.com Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx

Coverage(s): Fiduciary Liability	Immediately report claims directly to:
Insurer: Hudson Insurance Company **Policy Term:** 10/01/2025 – 10/01/2026	Insurer/TPA Name: Hudson Insurance Company Phone: 866-546-3971 Fax: Email: HudsonClaims300@hudsoninsgroup.com Web: https://hudsoninsgroup.com/claims/

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Commercial Package, Premises Pollution Liability, Accidental Death & Dismemberment, Workers' Compensation	Immediately report claims directly to:
Gallagher Claim Center **Policy Term:** Multiple	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

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Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

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Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller," and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/ . Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

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Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

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Compensation Disclosure Schedule

Client Name: City of Atlantic Beach

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name[1]	Est. Annual Premium[2]	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Commercial Package	Preferred Governmental Insurance Trust	N/A	$731,348.00	N/A
Premises Pollution Liability	Illinois Union Insurance Company	N/A	$44,638.00	N/A
Accidental Death & Dismemberment	ACE American Insurance Company	N/A	$3,733.00	N/A
Workers' Compensation	Preferred Governmental Insurance Trust	N/A	$163,461.00	N/A
Fiduciary Liability	Hudson Insurance Company	CRC Group	$6,749.00	Not Disclosed

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- Accident & Health: 15-25%
- Aviation: 14-15%
- Contract Bonds: 20-30%
- All Other Bonds/Surety: 30-35%
- Builders Risk: 15-18%
- Property: 15-22%
- Inland Marine: 20-22.5%
- Ocean Marine: 15-17.5%
- Casualty: 14-15%
- Commercial Auto: 12.5-15%
- Package / Business Owners Package: 15-16.8%
- Workers Compensation: 8-11%
- All Other Commercial: 10-20%
- Executive/Professional Lines: 15-17.5%
- Medical Malpractice: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

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Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ Accept ☐ Reject	**Commercial Package** Preferred Governmental Insurance Trust
☐ Accept ☐ Reject	**TRIA - Commercial Package**
☐ Accept ☐ Reject	**Premises Pollution Liability** Illinois Union Insurance Company
☐ Accept ☐ Reject	**TRIA - Premises Pollution Liability (AP to include is $2,561)**
☐ Accept ☐ Reject	**Accidental Death & Dismemberment** ACE American Insurance Company
Included*	**TRIA - Accidental Death & Dismemberment**
☐ Accept ☐ Reject	**Workers' Compensation** Preferred Governmental Insurance Trust
☐ Accept ☐ Reject	**Fiduciary Liability** Hudson Insurance Company
Included*	**TRIA - Accidental Death & Dismemberment**

*For this coverage, TRIA cannot be rejected

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

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Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

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Surplus Lines Disclosure and Acknowledgement

At my direction, Arthur J. Gallagher Risk Management Service LLC has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Atlantic Beach

Named Insured

By:

Signature of Named Insured Date

Printed Name and Title of Person Signing

Illinois Union Insurance Company

Name of Excess and Surplus Lines Carrier

Pollution Liability

Type of Insurance

10/01/2025-2028

Effective Date of Coverage

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-78 authorizing the purchase of a Laserfiche document management system upgrade from MCCi in the amount of $48,224.97.

SUBMITTED BY: Ronald Bautista, Director of Information Technology

TODAY'S DATE: Sept. 17, 2025

MEETING DATE: Sept. 22, 2025

BACKGROUND: The City utilizes Laserfiche as the primary document management system across all City departments. The upgrade of Laserfiche, which is a recommendation in the recent records management consultant's report, will ensure better integration with the City's new enterprise resource planning system, improving efficiency and reducing operational friction. The upgrade will also address identified security concerns and enhance workflow automation capabilities, thereby strengthening compliance and service delivery.

The cost of the Laserfiche upgrade from vendor MCCi is $48,224.97 and funds are available in the Fiscal Year 2024-25 budget (Account No. 001-1011-516-4600).

BUDGET: $48,224.97

RECOMMENDATION: Commission approve Resolution No. 25-78.

ATTACHMENT: Resolution No. 25-78.
MCCi quote

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A LASERFICHE DOCUMENT MANAGEMENT SYSTEM UPGRADE FROM MCCI IN THE AMOUNT OF $48,224.97 WITH FUNDS ALLOCATED IN THE FISCAL YEAR 2024-25 BUDGET (ACCOUNT NO. 001-1011-516-4600); AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach utilizes Laserfiche as the primary document management system across all City departments; and

WHEREAS, the upgrade of Laserfiche will ensure better integration with the City's new enterprise resource planning system, improving efficiency and reducing operational friction; and

WHEREAS, the upgrade will also address identified security concerns and enhance workflow automation capabilities, thereby strengthening compliance and service delivery; and

WHEREAS, the cost of the Laserfiche upgrade is $48,224.97 from vendor MCCi and funds are available in the Fiscal Year 2024-25 budget (Account No. 001-1011-516-4600).

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

SECTION 1. The City Commission hereby authorizes the purchase of the Laserfiche document management system upgrade from MCCi at a cost of $48,224.97, utilizing funds allocated in the Fiscal Year 2024-25 budget (Account No. 001-1011-516-4600).

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

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

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 22nd day of September, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19503

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 19503 ("**Agreement**"):

This Laserfiche Platform Change Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**CITY OF ATLANTIC BEACH ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Donna Bartle
dbartle@coab.us
Ship to: Ronald Bautista
rbautista@coab.us
cc AP Contact: payables@coab.us

Client Name: City of Atlantic Beach
Client Address: 800 Seminole Road, Atlantic Beach, FL 32233
Quote Number: 37820
Quote Type: Platform Change

Quote Date: September 11, 2025

Product Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Annual Total*
LASERFICHE ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Municipality Site License Subscription (Pop < 15k)	1	$16,222.50	$15,411.38	$15,411.38
☑ Laserfiche Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
☑ Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
☑ Laserfiche SDK Subscription	1	Included*	Included*	Included*
☑ Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
☑ Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$15,411.38***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Process Administration Support Services for Laserfiche (MPASS) *Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.*	1	$3,780.00	$3,780.00	$3,780.00
☑ MCCi's Learning Management System (LMS) for Laserfiche Site License, Population Less than 15,000	1	$2,300.00	$2,300.00	$2,300.00
☑ MCCi SLA for Laserfiche Site License, Population Less than 15,000	1	$3,100.00	$2,790.00	$2,790.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$8,870.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				***$24,281.38***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Laserfiche Licensing Platform and Version Upgrade Package	1	$5,625.00	$5,343.75	$5,343.75
☑ Self-Hosted Records Management Configuration	1	$9,450.00	$8,977.50	$8,977.50
☑ Laserfiche Repository Administrator Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Laserfiche User Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Implementation Management	1	$8,325.00	$7,908.75	$7,908.75
Service Packages Subtotal				***$26,818.50***
GRAND TOTAL - ONE-TIME SERVICES				***$26,818.50***
EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT				
☑ Laserfiche United Server for MS SQL	-1			
☑ Laserfiche Retrieval User (Email Included)	-20			
☑ Laserfiche ScanConnect 10 Pack (Legacy)	-2			
☑ Laserfiche Import Agent	-1			
☑ Laserfiche ScanConnect	-2			
☑ Laserfiche Full User (Email & Snapshot Included)	-20			
☑ Laserfiche WebLink	-1			
☑ Laserfiche Software Support Credit Proration	1			
☑ ***Existing Laserfiche Software Support Credit Total***				***($2,517.97)***
EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT				
☑ Managed Support Services	-1			
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1			
Existing MCCi Supplemental Support/Subscription Credit Total				($356.94)
GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT				***($2,874.91)***
TOTAL LASERFICHE PROJECT COST				***$48,224.97***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	**MMSS**	**MPASS**	**MPASS2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)+	■	■	■
Remote access support through web conferencing service+	■	■	■
Access to product update version and hotfixes (Client Download)+	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums+	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured *complex* business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

+ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING
Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS
MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS
Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION
Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS
Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS
Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING
MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL
While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2,** Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS
Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS
MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION
Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES
The assigned representative can maintain MCCi- or Client-configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested.
For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES
Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS
Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION
MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

** Full SLA document is available upon request*

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SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing, and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the latest version of Laserfiche.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCi DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and latest version of Laserfiche.
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 11 and Laserfiche Workflow version 11 or higher are currently installed.

SELF-HOSTED RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCi DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct one (1) remote overview session on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – FULL DAY

MCCi's Administrator Training is available as a full-day training split into two half-day sessions. The goal is for your organization to have a trained repository administrator. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Cloud Navigation
- Metadata Management
- Repository Architecture Overview
- General Repository Settings
- Folder Security
- Recycle Bin Settings
- Audit Trail (if purchased)
- Supplement User Security
- Troubleshooting Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Attendees have either attended Laserfiche User Training or have requisite prior user experience
- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*
- Directory Server (LFDS)*
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

**Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be found here.*

Note: *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with self-hosted Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Self-hosted Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche self-hosted Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)

- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing.

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche self-hosted Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche self-hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual self-hosted Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then-current policy at the time of occurrence.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Public hearing and adoption of Resolution No. 25-75 levying the ad valorem property tax millage rate for municipal purposes on all taxable property within the City for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and stating the percentage by which the millage to be levied exceeds the rolled-back rate; and public hearing and adoption of Ordinance 20-25-180 adopting the final budget for the City of Atlantic Beach Florida for fiscal year beginning October 1, 2025 and ending September 30, 2026.

SUBMITTED BY: Brittany Percell, Director of Finance

TODAY'S DATE: September 10, 2025

MEETING DATE: September 22, 2025

BACKGROUND: To adopt a millage rate and operating budget, the City Commission must adhere to a strict process, per state law. Attached is an outline for the final public hearing. The format is the same as in previous years and was read into the record as presented in order to ensure compliance with TRIM laws (s. 200.065, F.S.).

In advance of the public hearings, the City Manager presented a Proposed Operating Budget and held seven public workshops to review and adjust with the City Commission's guidance.

The first public hearing was held on September 8, 2025, in the Commission Chamber, at 6:00 p.m., as was noticed to all property owners by the Duval County Property Appraiser's Office and published in *Jacksonville Daily Record*.

This final public hearing for the final adoption of the millage by resolution and a second public hearing for the final adoption of the Operating Budget, Ordinance No. 20-25-180, on September 22, 2025, at 6:00 p.m., in the City Commission Chamber. The Proposed Operating Budget is funded using the millage rate of 2.8410. This is a 7.97% increase over the rolled-back rate.

BUDGET IMPACT: Proposed Fiscal Year 2025-26 budget expenditures = $57,871,036

RECOMMENDATION: Approve Resolution No. 25-75 and, upon second reading, Ordinance No. 20-25-180 with total expenditures of $57,871,036.

ATTACHMENTS:
Resolution No. 25-75
Ordinance No. 20-25-180
Budget Summary

LINK: Fiscal Year 2025-26 Proposed Budget

REVIEWED BY CITY MANAGER:

ADOPTION OF A MILLAGE AND OPERATING BUDGET FOR FISCAL YEAR 2025-26

First item to be considered:

Adoption of a Millage Rate of 2.8410

Open Public Hearing

State the following:

Here at the City of Atlantic Beach

The Rolled–Back Rate Is	2.6312
The Millage Rate To be Levied Is	2.8410

The millage rate to be levied is 7.97% more than the rolled-back rate and is a percentage increase in property taxes per sec. 200.065(2)(c) Florida Statutes.

The purpose for adopting the millage rate of 2.8410 is to maintain a level of ad valorem tax revenue sufficient to maintain adequate funding for the existing level of services at anticipated and proposed cost and to continue to maintain the City's infrastructure.

Motion to approve Resolution No. 25-75, levying a Millage Rate for operating purposes of 2.8410.

Vote

Close Public Hearing

Second item to be considered:

Ordinance No. 20-25-180 establishing the Operating Budget Fiscal Year 2025-26 of $57,871,036

Open Public Hearing

Motion to adopt Ordinance No. 20-25-180 establishing the Operating Budget for fiscal year 2025-26.

Vote

Close Public Hearing

RESOLUTION NO. 25-75

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED EXCEEDS THE ROLLED-BACK RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida law requires the City Commission of the City of Atlantic Beach, Florida, to pass a resolution levying the millage rate for ad valorem property taxes for municipal purposes on all taxable property within the city limits of the City of Atlantic Beach, Florida, for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, Florida law requires said resolution to state the millage rate to be levied, and also, to state the percentage by which the millage rate to be levied exceeds the rolled-back rate as computed pursuant to Florida law; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida, has duly considered the budgetary requirements of the City; a tentative budget has been prepared for the fiscal year beginning October 1, 2025 and ending September 30, 2026, based on a millage rate of 2.8410 mills on taxable property within the City; and has acted in accordance with the terms, provisions, and procedures contained in section 200.065, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Atlantic Beach, Florida, that

1. The ad valorem property tax millage rate for municipal purposes to be levied on the taxable property within the city limits of the City of Atlantic Beach, Florida, during the fiscal year beginning October 1, 2025 and ending September 30, 2026 is hereby set at the rate of 2.8410 mills.

2. The percentage by which this millage rate to be levied exceeds the rolled-back rate of 2.6312 is 7.97%.

3. This resolution shall take effect immediately upon its passage and adoption by the City Commission of the City of Atlantic Beach, Florida.

ADOPTED at a public hearing by the City Commission of the City of Atlantic Beach, Florida on the 22nd day of September 2025.

Approved as to form and correctness:

_____
Jason Gabriel
City Attorney

_____
Curtis Ford
Mayor

ATTEST:

_____
Donna L. Bartle
City Clerk

ORDINANCE 20-25-180

AN ORDINANCE ADOPTING THE FINAL BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida, on September 8, 2025, held a public hearing as required by Florida Statutes Section 200.065; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida on September 22, 2025, held a second public hearing as required by Florida Statutes Section 200.065; and

WHEREAS, The City Commission of the City of Atlantic Beach, Florida, set forth the appropriations and revenue estimates for the budget for Fiscal Year beginning October 1, 2025 and ending September 30, 2026, in the amount of **$57,871,036.**

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

1. The Fiscal Year 2025-26 budget dated September 22, 2025, is hereby adopted.
2. This Ordinance shall take effect immediately upon its adoption.

PASSED by the City Commission on first reading following the first public hearing on the 8th day of September, 2025.

PASSED AND ADOPTED by the City Commission on second and final reading following the second public hearing the 22nd day of September, 2025.

ATTEST:

_____
Donna L. Bartle
City Clerk

_____
Curtis Ford
Mayor

Approved as to form and correctness:

_____
Jason Gabriel
City Attorney

BUDGET SUMMARY
CITY OF ATLANTIC BEACH, FLORIDA - FISCAL YEAR 2025-2026

General Fund	2.8410							
ESTIMATED REVENUES		**General Fund**	**Special Revenue Funds**	**Governmental Capital Project**	**Debt Service Fund**	**Enterprise Funds**	**Pension Trust Funds**	**TOTAL BUDGET**
	Millage per $1000							
Taxes								
Ad Valorem Taxes	**2.8410**	8,741,703						8,741,706
Sales and Use Taxes		1,522,066	1,152,518				198,453	2,873,037
Local Option Gas Tax		735,559	719,697					1,455,256
Convention Development Tax			121,240					121,240
Charges for Services		804,926	128,785			14,125,409		15,059,120
Intergovernmental Revenue		4,152,219	170,000			3,952,434		8,274,653
Fines & Forfeitures		151,200	15,000					166,200
Miscellaneous Revenues		244,050	27,333	83,245		276,000	1,994,004	2,624,632
Licenses and Permits		1,105,626	120,000			544,273		1,769,899
Employer Pension Contributions							1,212,927	1,212,927
Employee Pension Contributions							294,329	294,329
Internal Service Charges		2,064,486						2,064,486
TOTAL SOURCES		19,521,835	2,454,573	83,245	-	18,898,116	3,699,713	44,657,482
Transfers-In		1,052,696		1,352,858	121,240	259,178		2,785,972
Fund Balances/Reserves/Net Assets		1,317,224		3,447,102		6,207,059	(543,804)	10,427,581
TOTAL REVENUES, TRANSFERS & BALANCES		21,891,755	2,454,573	4,883,205	121,240	25,364,353	3,155,909	57,871,035
EXPENDITURES								
General Government		6,704,795	225,000	525,705				7,455,500
Public Safety		8,597,935	93,563			758,451		9,449,949
Physical Environment						21,804,936		21,804,936
Transportation		3,422,853	115,222	3,798,000				7,336,075
Debt Services					121,240	1,967,055		2,088,295
Human Services		138,618						138,618
Culture and Recreation		2,579,507		559,500				3,139,007
Pension Plan Benefits and Administration							3,155,909	3,155,909
TOTAL EXPENDITURES		21,443,708	433,785	4,883,205	121,240	24,530,442	3,155,909	54,568,289
Transfers Out		448,047	2,020,788	-		833,911		3,302,746
Fund Balances/Reserves/Net Assets				-				-
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		21,891,755	2,454,573	4,883,205	121,240	25,364,353	3,155,909	57,871,036

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Public hearing and adoption of Resolution No. 25-75 levying the ad valorem property tax millage rate for municipal purposes on all taxable property within the City for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and stating the percentage by which the millage to be levied exceeds the rolled-back rate; and public hearing and adoption of Ordinance 20-25-180 adopting the final budget for the City of Atlantic Beach Florida for fiscal year beginning October 1, 2025 and ending September 30, 2026.

SUBMITTED BY: Brittany Percell, Director of Finance

TODAY'S DATE: September 10, 2025

MEETING DATE: September 22, 2025

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BUDGET IMPACT: Proposed Fiscal Year 2025-26 budget expenditures = $57,871,036

RECOMMENDATION: Approve Resolution No. 25-75 and, upon second reading, Ordinance No. 20-25-180 with total expenditures of $57,871,036.

ATTACHMENTS:
Resolution No. 25-75
Ordinance No. 20-25-180
Budget Summary

LINK: Fiscal Year 2025-26 Proposed Budget

REVIEWED BY CITY MANAGER: _____

ADOPTION OF A MILLAGE AND OPERATING BUDGET FOR FISCAL YEAR 2025-26

First item to be considered:

Adoption of a Millage Rate of 2.8410

Open Public Hearing

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Motion to approve Resolution No. 25-75, levying a Millage Rate for operating purposes of 2.8410.

Vote

Close Public Hearing

Second item to be considered:

Ordinance No. 20-25-180 establishing the Operating Budget Fiscal Year 2025-26 of $57,871,036

Open Public Hearing

Motion to adopt Ordinance No. 20-25-180 establishing the Operating Budget for fiscal year 2025-26.

Vote

Close Public Hearing

RESOLUTION NO. 25-75

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; STATING THE PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED EXCEEDS THE ROLLED-BACK RATE; AND PROVIDING AN EFFECTIVE DATE.

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3. This resolution shall take effect immediately upon its passage and adoption by the City Commission of the City of Atlantic Beach, Florida.

ADOPTED at a public hearing by the City Commission of the City of Atlantic Beach, Florida on the 22nd day of September 2025.

Approved as to form and correctness:

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Jason Gabriel
City Attorney

_____
Curtis Ford
Mayor

ATTEST:

_____
Donna L. Bartle
City Clerk

ORDINANCE 20-25-180

AN ORDINANCE ADOPTING THE FINAL BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

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Donna L. Bartle
City Clerk

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Curtis Ford
Mayor

Approved as to form and correctness:

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Jason Gabriel
City Attorney

BUDGET SUMMARY
CITY OF ATLANTIC BEACH, FLORIDA - FISCAL YEAR 2025-2026

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Ad Valorem Taxes	**2.8410**	8,741,703						8,741,706
Sales and Use Taxes		1,522,066	1,152,518				198,453	2,873,037
Local Option Gas Tax		735,559	719,697					1,455,256
Convention Development Tax			121,240					121,240
Charges for Services		804,926	128,785			14,125,409		15,059,120
Intergovernmental Revenue		4,152,219	170,000			3,952,434		8,274,653
Fines & Forfeitures		151,200	15,000					166,200
Miscellaneous Revenues		244,050	27,333	83,245		276,000	1,994,004	2,624,632
Licenses and Permits		1,105,626	120,000			544,273		1,769,899
Employer Pension Contributions							1,212,927	1,212,927
Employee Pension Contributions							294,329	294,329
Internal Service Charges		2,064,486						2,064,486
TOTAL SOURCES		19,521,835	2,454,573	83,245	-	18,898,116	3,699,713	44,657,482
Transfers-In		1,052,696		1,352,858	121,240	259,178		2,785,972
Fund Balances/Reserves/Net Assets		1,317,224		3,447,102		6,207,059	(543,804)	10,427,581
TOTAL REVENUES, TRANSFERS & BALANCES		21,891,755	2,454,573	4,883,205	121,240	25,364,353	3,155,909	57,871,035
EXPENDITURES								
General Government		6,704,795	225,000	525,705				7,455,500
Public Safety		8,597,935	93,563			758,451		9,449,949
Physical Environment						21,804,936		21,804,936
Transportation		3,422,853	115,222	3,798,000				7,336,075
Debt Services					121,240	1,967,055		2,088,295
Human Services		138,618						138,618
Culture and Recreation		2,579,507		559,500				3,139,007
Pension Plan Benefits and Administration							3,155,909	3,155,909
TOTAL EXPENDITURES		21,443,708	433,785	4,883,205	121,240	24,530,442	3,155,909	54,568,289
Transfers Out		448,047	2,020,788	-		833,911		3,302,746
Fund Balances/Reserves/Net Assets				-				-
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		21,891,755	2,454,573	4,883,205	121,240	25,364,353	3,155,909	57,871,036

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 5-25-72

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: Sept. 11, 2025

MEETING DATE: Sept. 22, 2025

BACKGROUND: During Fiscal Year 2025-26 budget deliberations, City Commission members have expressed a desire to reflect current compensation standards and to include a defined periodic review process.

The proposed salaries are benchmarked against the average City Commission salaries in Northeast Florida (per the attachment to this report).

The City Commission approved this ordinance on first reading at its Sept. 8, 2025, meeting.

RECOMMENDATION: Consider approving Ordinance No. 5-25-72

ATTACHMENTS:
1. Ordinance No. 5-25-72 (including red-line version)
2. Commission Pay Report for Northeast Florida

BUDGET: An $18,027 increase in Fiscal Year 2025-26

REVIEWED BY CITY MANAGER: _____

ORDINANCE NO. 5-25-72

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COMMISSION" SECTION 2-20, "SALARY OF MEMBERS," OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTIC BEACH; PROVIDING FOR THE ANNUAL SALARIES OF THE MAYOR AND COMMISSIONERS; PROVIDING FOR A PERIODIC REVIEW OF SAID SALARIES; PROVIDING FOR INCORPORATION AND CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to update and amend the provisions governing the salary of the Mayor and Commissioners to reflect current compensation standards; and

WHEREAS, it is in the public interest to establish a clear and transparent compensation structure for elected officials that includes a defined periodic review process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. Section 2-20, "Salary of members," of the Code of Ordinances of the City of Atlantic Beach, Florida, as set forth in **Exhibit A** attached hereto, shall be amended and replaced in its entirety, with the following new provision:

Sec. 2-20. - Salary of members.

(a) The annual salary of the Mayor-Commissioner shall be thirteen thousand nine hundred sixty-two dollars and 00/100 ($13,962.00). The annual salary of the City Commissioners shall be eleven thousand two hundred forty-three dollars and 00/100 ($11,243.00). The annual salaries of the Mayor-Commissioner and City Commissioners shall be made in twelve (12) equal monthly payments.

(b) A comprehensive review of the annual salary of the Mayor-Commissioner and City Commissioners shall be conducted every five (5) years. This review shall be used to assess, and if deemed appropriate by the City Commission, adjust, the salaries to ensure they remain competitive and commensurate with the duties of the office.

(c) Effective August 1 of each year, the basic salary of the Mayor-Commissioner and City Commissioners shall be reviewed and adjusted by the Consumer Price Index for All Urban Consumers (CPI-U) released in August. Adjustments, if any, shall not exceed the cost of living adjustment provided to general employees and shall be effective on October 1 of each year.

(d) This section shall not be construed to negate any cost-of-living increase or other benefit that may be awarded to all City employees or officials. Any such increase or benefit shall be awarded to the Mayor-Commissioner and City Commissioners in a manner consistent with other City employees.

(e) This section shall be effective as of October 1, 2025.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. Codification. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Atlantic Beach Code of Ordinances; that the Sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 4. Severability. If any section, subsection, sentence, clause, or provision of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed as to affect the validity of the remaining provisions of this ordinance.

SECTION 5. This Ordinance shall take effect upon final passage.

PASSED by the City Commission on first reading on this 8th day of September 2025.

PASSED by the City Commission on second and final reading following a public hearing on this 22nd day of September 2025.

ATTEST:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, Esq.
City Attorney

EXHIBIT A

Previous Section 2-20, "Salary of members" provision in Code of Ordinances

Section 2-20 – Salary of members

(a) The annual salary of the mayor and commissioners shall be made in twelve (12) equal monthly payments.

(b) Effective August 1 each year the basic salary of the mayor-commissioner and city commissioners shall be reviewed and adjusted by the Consumer Price Index for All Urban Consumers (CPI-U) released in August. Adjustments, if any, shall not exceed the cost of living adjustment provided to general employees and shall be effective on October 1 of each year. A reduction of ten (10) percent, effective October 1, 2009, shall be made to reduce the annual salary of the mayor to nine thousand three hundred ninety-two dollars and four cents ($9,392.04) and to reduce the annual salary of the commissioners to five thousand seven hundred sixteen dollars and thirty-two cents ($5,716.32) with the next pay adjustment under this section being on October 1, 2010, if appropriate.

(c) This review and increase in basic salary does not negate an annual cost of living increase that might be awarded each year to all city employees.

ORDINANCE NO. 5-25-72 (REDLINE VERSION)

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COMMISSION" SECTION 2-20, "SALARY OF MEMBERS," OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTIC BEACH; PROVIDING FOR THE ANNUAL SALARIES OF THE MAYOR AND COMMISSIONERS; PROVIDING FOR A PERIODIC REVIEW OF SAID SALARIES; PROVIDING FOR INCORPORATION AND CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to update and amend the provisions governing the salary of the Mayor and Commissioners to reflect current compensation standards; and

WHEREAS, it is in the public interest to establish a clear and transparent compensation structure for elected officials that includes a defined periodic review process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. Section 2-20, "Salary of members," of the Code of Ordinances of the City of Atlantic Beach, Florida, as set forth in **Exhibit A** attached hereto, shall be amended and replaced in its entirety, with the following new provision:

Sec. 2-20. - Salary of members.

(a) The annual salary of the Mayor-Commissioner shall be thirteen thousand nine hundred sixty-two dollars and 00/100 ($13,962.00). The annual salary of the City Commissioners shall be eleven thousand two hundred forty-three dollars and 00/100 ($11,243.00). The annual salaries of the Mayor-Commissioner and City Commissioners shall be made in twelve (12) equal monthly payments. ~~The annual salary of the mayor and commissioners shall be made in twelve (12) equal monthly payments.~~

(b) A comprehensive review of the annual salary of the Mayor-Commissioner and City Commissioners shall be conducted every five (5) years. This review shall be used to assess, and if deemed appropriate by the City Commission, adjust, the salaries to ensure they remain competitive and commensurate with the duties of the office. ~~Effective August 1 each year the basic salary of the mayor-commissioner and city commissioners shall be reviewed and adjusted by the Consumer Price Index for All Urban Consumers (CPI-U) released in August. Adjustments, if any, shall not exceed the cost of living adjustment provided to general employees and shall be effective on October 1 of each year. A reduction of ten (10) percent, effective October 1, 2009, shall be made to reduce the annual salary of the mayor to nine thousand three hundred ninety-two dollars and four cents ($9,392.04) and to reduce the annual salary of the~~

~~commissioners to five thousand seven hundred sixteen dollars and thirty-two cents ($5,716.32) with the next pay adjustment under this section being on October 1, 2010, if appropriate.~~

(c) Effective August 1 of each year, the basic salary of the Mayor-Commissioner and City Commissioners shall be reviewed and adjusted by the Consumer Price Index for All Urban Consumers (CPI-U) released in August. Adjustments, if any, shall not exceed the cost of living adjustment provided to general employees and shall be effective on October 1 of each year. ~~This review and increase in basic salary does not negate an annual cost of living increase that might be awarded each year to all city employees.~~

(d) This section shall not be construed to negate any cost-of-living increase or other benefit that may be awarded to all City employees or officials. Any such increase or benefit shall be awarded to the Mayor-Commissioner and City Commissioners in a manner consistent with other City employees.

(e) This section shall be effective as of October 1, 2025.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. Codification. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Atlantic Beach Code of Ordinances; that the Sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 4. Severability. If any section, subsection, sentence, clause, or provision of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed as to affect the validity of the remaining provisions of this ordinance.

SECTION 5. This Ordinance shall take effect upon final passage.

PASSED by the City Commission on first reading on this 8th day of September 2025.

PASSED by the City Commission on second and final reading following a public hearing on this 22nd day of September 2025.

ATTEST:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, Esq.
City Attorney

EXHIBIT A

Previous Section 2-20, "Salary of members" provision in Code of Ordinances

Section 2-20 – Salary of members

(a) The annual salary of the mayor and commissioners shall be made in twelve (12) equal monthly payments.

(b) Effective August 1 each year the basic salary of the mayor-commissioner and city commissioners shall be reviewed and adjusted by the Consumer Price Index for All Urban Consumers (CPI-U) released in August. Adjustments, if any, shall not exceed the cost of living adjustment provided to general employees and shall be effective on October 1 of each year. A reduction of ten (10) percent, effective October 1, 2009, shall be made to reduce the annual salary of the mayor to nine thousand three hundred ninety-two dollars and four cents ($9,392.04) and to reduce the annual salary of the commissioners to five thousand seven hundred sixteen dollars and thirty-two cents ($5,716.32) with the next pay adjustment under this section being on October 1, 2010, if appropriate.

(c) This review and increase in basic salary does not negate an annual cost of living increase that might be awarded each year to all city employees.

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Ordinance No. 90-25-257 (Amending the Land Development Code to Section 24-89 to reduce the residential stormwater storage regulations.)

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE September 10, 2025

MEETING DATE: September 22, 2025

BACKGROUND:

Following the 2024 Land Development Regulations update, ongoing discussions by City Commission, the Community Development Board (CDB), and the community have focused on Section 24-89, Stormwater, Drainage, Storage and Treatment Requirements. The city is planning to update the stormwater master plan in the 2025-2026 fiscal which will help guide long-term revision, however, City Commission has directed staff to initiate a text amendment to provide near-term relief.

Currently, Section 24-89(c) requires property owners to provide onsite storage of stormwater depending on the increase of impervious area associated with a building permit:

> Section 24-89(c)(1): *"Projects which increase the impervious surface on the development parcel by more than four hundred (400) square feet shall provide onsite storage of stormwater for the increase in the impervious surface area only. The four hundred (400) square feet of impervious surface area shall be calculated cumulatively from the adoption date of this ordinance."*

In May 2025, the CDB reviewed the on-site stormwater requirements resulting in a recommendation to Commission to remove the on-site stormwater management for non-commercial properties in its entirety, irrespective of whether the development involves a new house or an expansion exceeding 400 square feet of impervious area. This recommendation was brought to Commission on June 9th, where they directed the City Manager to prepare an ordinance eliminating on-site stormwater requirements in Section 24-89.

When the code revision was presented to Commission on June 23rd, the City Manager expressed his recommendation to wait to make the changes until the Stormwater Master Plan update was complete. Through discussion and consensus, the Commissioners directed the City Manager to propose relief options, such as requiring onsite stormwater storage only for new impervious area that exceed 35% lot coverage.

The following language was proposed at the July 14th Commission meeting:

Section 24-89(c)(1): "Projects which increase the impervious surface on the development parcel to over 35% impervious~~by more than four hundred (400) square feet~~ shall provide onsite storage of stormwater for the increase in the impervious surface area only. ~~The four hundred (400) square feet of impervious surface area shall be calculated cumulatively from the adoption date of this ordinance.~~ Projects including total reconstruction or major redevelopment (defined as a level 3 alteration in the Florida Building Code) shall provide onsite storage for the entire impervious surface area of the proposed project."

Commission directed the City Manager to bring the proposed language to them through Ordinance format. Section 24-62 requires the Community Development Board to review proposed amendments to the zoning code and provide a recommendation to Commission.

ANALYSIS & REVIEW

Per Section 24-62(f) of the Land Development Code, the Community Development Board shall evaluate applications for a zoning code amendment based on the following factors:

(1) Consistency with the comprehensive plan;

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

(3) Consistency with other professional planning principles, standards, information and more detailed plans and studies considered relevant;

(4) Whether the proposed amendment and development permitted thereunder is premature or otherwise creates or contributes to an urban sprawl pattern of development;

(5) Whether the proposed amendment will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby districts;

(6) Whether the uses permitted under the proposed rezoning will be consistent or compatible with the existing and proposed land uses and zoning of adjacent and nearby properties or the general area; or will deviate from an established or developing logical and orderly development pattern;

(7) Whether the uses permitted under the proposed rezoning will deviate from an established or developing development pattern that is logical and orderly;

(8) Whether the proposed rezoning and development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the general area more than the types of uses currently permitted; and

(9) Whether the proposed rezoning and development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.2.4 New development shall be subject to the stormwater regulations as set forth within the Land Development Regulations, and post development conditions shall not discharge any increased level of stormwater run-off into the City's stormwater system.

Policy C.2.1.1 The City shall maintain provisions within the Land Development Regulations, which require development to minimize stormwater runoff and eliminate erosion of areas adjacent to natural drainage features.

Policy C.2.1.2 The City shall maintain Land Development Regulations that require land development projects to submit plans, which demonstrate that drainage design and stormwater management will be in compliance with the City's LOS standards and that additional stormwater generated shall be retained on-site and will not adversely impact existing drainage and stormwater systems.

The Community Development Board reviewed the proposed text change at its August 26th meeting. After discussion and deliberation, a motion to recommend to the City Commission to remove Section 24-89(c)(1) in its entirety was made and passed through a 5-2 vote.

REQUIRED ACTION

The City Commission shall review the Community Development Board's recommendation and hold two public hearings to consider Ordinance 90-25-257. These two hearings are scheduled for September 22nd and October 13th.

Following these public hearings, the city commission, by ordinance, may amend the Land Development Regulations Text, or it may deny the request.

BUDGET: None

RECOMMENDATION: Consideration of Ordinance No. 90-25-257

ATTACHMENTS:

Ordinance No. 90-25-257
Exhibit A
Draft CDB Meeting Minutes

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 90-25-257

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING SECTION 24-89, STORMWATER, DRAINAGE, STORAGE AND TREATMENT REQUIREMENT TO REDUCE THE REQUIREMENTS RELATED TO RESIDENTIAL STORMWATERS STORAGE, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach recognizes that said Chapter 24, Land Development Regulations, requires comprehensive revisions periodically to meet the community's needs to update content, standards, and administrative guidance; and

WHEREAS, Commission desires to reduce the requirement related to the residential stormwater requirements; and

WHEREAS, Section 163.3174(1), Florida Statutes, requires that the governing body of each local government in Florida shall designate and by ordinance establish a "local planning agency;" and

WHEREAS, the City of Atlantic Beach Community Development Board has been duly designated as the Local Planning Agency of the City; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, provides that the land planning agency shall review all proposed text amendments to land development regulations and make recommendations to the governing body as to the consistency of the proposed revisions with the adopted comprehensive plan; and

WHEREAS, the Community Development Board acting in its capacity as Local Planning Agency, held a duly advertised public hearing on August 26th, to receive public comments on the proposed amendment to Chapter 24, Land Development Regulations and, voted to recommend the complete removal of Section 24-89(c)(1) from Chapter 24 of the Land Development Regulations; and

WHEREAS, after due notice and publication, the City Commission held two (2) public hearings to receive public comments and receive the recommendation of the Community Development Board; and

WHEREAS, the City Commission has found and determined that the proposed update and revisions to Chapter 24, Land Development Regulations will reduce the burden for residential development

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

SECTION 1. Regulation Amended. Section 24-89 of Chapter 24, Land Development Regulations of the Code of Ordinances of the City of Atlantic Beach, Florida, is hereby revised, as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shows in said Exhibit A.

SECTION 2. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, as codified in the applicable portions of Chapter 163, Part II, Florida Statutes.

SECTION 3. Findings. The City Commission hereby finds and determines that:

(a) The findings set forth in the recitals to this Ordinance are true and correct.

(b) The Community Development Board, acting in its capacity as the Local Planning Agency for the City held a public hearing on August 26th, to consider the proposed amendment to Chapter 24, Land Development Regulations of the City's Code of Ordinances, and recommended the complete removal of the residential stormwater requirements.

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

SECTION 5. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the Land Development Regulations Update as Chapter 24 into the City's Code of Ordinances. Sections of the Land Development Regulations Update may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 24 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. Applicability. The provisions of the Land Development Regulations amendment shall apply to all applications, decisions or controversies pending before the City of Atlantic Beach upon the effective date hereof or filed or initiated thereafter, provided that certain development, land use or construction, if qualified, may have vested rights to continue or be completed under the terms of the repealed ordinances or provisions therein.

SECTION 7. Severability. If any section, sentence, clause, or other provision of this Ordinance, or any provision of the Land Development Regulations amendment shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, or of the Land Development Regulations Update.

SECTION 8. Effective Date. This Ordinance shall take effect upon final review and approval.

PASSED by the City Commission on first ____ day of ____,2025

PASSED by the City Commission on second and final reading this ___ day of ____ , 2025.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

Sec. 24-89. Stormwater, drainage, storage and treatment requirements.

(a) Except as required to meet coastal construction codes as set forth within a valid permit from the Florida Department of Environmental Protection; or as required to meet applicable flood zone or stormwater regulations as set forth herein, the elevation or topography of a development or redevelopment site shall not be altered.

(b) Topography and grading. All lots and development sites shall be constructed and graded in such a manner so that the stormwater drains to the adjacent street, an existing natural element used to convey stormwater, or a city drainage structure after meeting onsite storage requirements, as set forth within this section. The city shall be provided with a pre-construction topographical survey prior to the issuance of a development permit and a post-construction topographical survey prior to the issuance of a certificate of occupancy. Elevations in all topographic surveys will be referenced to NAVD 1988. Said surveys shall be signed and sealed by a licensed Florida surveyor. All new developments and redevelopments shall provide assurance that adjacent or nearby properties not owned or controlled by the applicant will not be adversely affected by drainage or flooding.

(c) Onsite storage. Except as provided for herein, an applicant shall be required to provide onsite storage of stormwater in accordance with this section as follows:

(1) Projects which increase the impervious surface on the development parcel to over 35% impervious~~by more than four hundred (400) square feet~~ shall provide onsite storage of stormwater for the increase in the impervious surface area only. ~~The four hundred (400) square feet of impervious surface area shall be calculated cumulatively from the adoption date of this ordinance.~~Projects including total reconstruction or major redevelopment (defined as a level 3 alteration in the Florida Building Code) shall provide onsite storage for the entire impervious surface area of the proposed project.

(2) Any modification or replacement of driveway and sidewalk areas only on a developed lot shall not be required to provide onsite storage improvements provided the modification or replacement does not alter the footprint of the existing driveway or sidewalk area.

(3) Applicants shall provide documentations and calculations to demonstrate compliance with submittal of applications for construction.

(4) Projects permitted by the St. Johns River Water Management District (SJRWMD), which have an in-compliance existing retention or detention areas that collect and control stormwater are exempt for further onsite storage requirements; provided, however, a copy of the engineer's certification of as-built construction to the SJRWMD must be submitted to the city before building permits for individual lot construction may be issued.

(5) When onsite storage is required, an as-built survey, signed and sealed by a licensed Florida surveyor, documenting proper construction and required volume of the storage system, must be submitted to and approved by the director of public works prior to permit closeout or issuance of a certificate of occupancy. For an under-ground system, a notarized letter from the general contractor, along with as-built plans and construction photographs will be sufficient to document proper construction.

(6) In addition, a declaration of restrictive covenant, in recordable form and approved by the city, identifying and describing the required on-site storage improvements to be maintained, shall be executed and recorded in the public records of Duval County, Florida, by the owner of the development parcel and shall be binding on successors and assigns, prior to permit closeouts or issuance of a certificate of occupancy.

(7) Volume calculations for any projects that require onsite storage shall be based on the following calculation:

V = CAR/12, where

V = volume of storage in cubic feet,

A = total impervious area,

R = 25-year and 24-hour rainfall depth (9.3 inches) over the lot area, and

C = runoff coefficient, which is the difference between impervious area (C=1.0) and undeveloped conditions (C=0.08).

This volume must be stored at least one (1) foot above the wet season water table and below the overflow point to offsite (in many cases this may be the adjacent road elevation). As an option, and as approved by the director of public works, an applicant may implement, at the applicant's cost, offsite storage and necessary conveyance to control existing flood stages offsite, provided documentation showing appropriate authorization for the off-site use and meeting the requirements of this section is submitted and approved by the city.

(d) Floodplain storage. There shall be no net loss of storage for areas in a special flood hazard area (100-year floodplain), where a base flood elevation has been defined by the Federal Emergency Management Agency (FEMA) on flood insurance rate maps (FIRMs). Site grading shall create storage onsite to mitigate for filling of volume onsite. This storage is in addition to the storage required for the increase in impervious surface area. The applicant shall provide signed and sealed engineering plans and calculations documenting that this "no net loss" requirement is met.

(e) Stormwater treatment. For all new development or redevelopment of existing properties, excluding single- and two-family uses, where construction meets limits for requiring building code upgrades, stormwater treatment shall be provided for a volume equivalent to either retention or detention with filtration, of the runoff from the first one (1) inch of rainfall; or as an option, for facilities with a drainage area of less than one hundred (100) acres, the first one-half (½) inch of runoff pursuant to Chapter 62-330, Florida Administrative Code (FAC). No discharge from any stormwater facility shall cause or contribute to a violation of water quality standards as provided in Section 62-302, FAC. This treatment volume can be included as part of the onsite storage requirement in subsection (b) of this section.

(f) NPDES requirements. All construction activities shall be in conformance with the city's National Pollutant Discharge Elimination Systems (NPDES) permit, in addition to the requirements of the St. Johns River Water Management District and the Florida Department of Environmental Protection. NPDES requirements include use of best management practices (BMPs) prior to discharge into natural or artificial drainage systems. All construction projects of one (1) acre or more require a stand-alone NPDES permit. Site clearing, demolition and construction on any size site may not commence until site inspection and approval of the proper installation of a required best management practices erosion and sediment control plan is completed.

(g) Enforcement. Subsequent to approval of a property owner's final grading, including onsite and/or floodplain storage and stormwater treatment and closeout of the applicable permit or issuance of certificates of occupancy, the improvements shall be maintained by the property owner. In order to ensure compliance with the provisions of this section and the requirements to maintain onsite stormwater improvements over time, the city is authorized to conduct inspections of property, upon reasonable notice and at reasonable times, for the purpose of inspecting said property and/or onsite storage improvements for compliance with this section and with any applicable conditions of previously issued permits. Failure to maintain the improvements will require restoration upon notification by the director of public works, within a stipulated time frame. If restoration is not

timely completed, the city shall have the right to complete the restoration, and the city's actual cost incurred, together with a charge of one hundred (100) percent of said costs to cover the city's administrative expenses, shall be charged to the then owner of the property.

(h) Variances to impervious surface area limits. Variances to impervious surface limits shall be subject to the provisions in section 24-65. Impervious surface requirements shall not be eligible for relief via waivers from the city commission.

(Ord. No. 90-24-253, § 3(Exh. A), 10-14-24)

MINUTES
Community Development Board (CDB) Meeting
Tuesday, August 26, 2025 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

Present:
Kirk Hansen, Chair
Ellen Golombek, Vice Chair
Angela Farford, Member
Harold Gear, Member
Richard Arthur, Member
Jeff Haynie, Member
Gregory (Greg) Beliles, Alternate Member

Absent:
Jennifer Lagner, Member

Also Present:
Amanda Askew, Neighborhoods Department Dir. (NDD)
Abrielle Genest, Principal Planner (PP)
Valerie Jones, Recording Clerk
Rob Graham, City Attorney (CA)

1. CALL TO ORDER AND ROLL CALL

Chair Hansen called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

A. Approve minutes of the July 15, 2025 regular meeting of the Community Development Board.

The minutes were approved.

3. OLD BUSINESS

There was no new business.

4. NEW BUSINESS

A. 2127 Beach Avenue ZVAR25-0015 (Stephanie Gallagher and Kevin Partel)
Request for a variance to Section 24-151(a) to build an accessory use prior to having a principal use and Section 24-157(b)(5) to exceed the maximum height for a retaining wall and the minimum 40 feet separation between retaining walls at 2127 Beach Avenue.

Principal Planner Abrielle Genest presented the request for a variance from Section 24-151(a) to build an accessory use prior to having a principal use and Section 24-157(b)(5) to exceed the maximum height for a retaining wall and the minimum 40 feet separation between retaining walls at 2127 Beach Avenue.

Genest explained that the property is located on the north end of Beach Avenue in the residential multifamily general zoning district. It is oceanfront, 75 feet wide and 182 feet deep. She noted "the previous home was demolished in 2018. It has since sat vacant." The applicant is proposing to reconstruct the existing bulkhead and build a new wood deck cantilevered over the bulkhead before constructing the single-family home.

The existing bulkhead was built in the early 2000s and permitted through DEP, though a variance was not obtained at that time. Genest explained the first request relates to Section 24-151(a), which states "accessory uses and structures are permitted within any zoning district where the accessory uses or structures are clearly ancillary in connection with and incidental to the principal use allowed within that zoning district." Since the deck would be constructed before the single-family home, a variance is required.

The second request involves the bulkhead height. The code limits retaining walls to 4 feet with a minimum 40-foot separation between walls. The existing bulkhead is 7 feet high, and there's a buried seawall 9 feet away from it. Genest stated: "So the applicant is requesting to reduce that separation from 40 feet to 9 feet."

Richard Arthur inquired about what it would look like to meet code requirements. Genest responded that "if they had to come into compliance with the code, we would only allow maximum retaining wall height of 4 feet, so that would require some additional grading of the lot."

When asked if replacement calls for sheet pile metal, Genest indicated she believed the engineering plans in the application would show those details.

The Chair declared no ex parte communications from board members.

Applicant representative Stephanie Gallagher, a planner representing the Fergusons, explained that the homeowners purchased the property at the end of last year with plans to build a new home. She stated: "First thing they thought they should do is replace that wall and deck. It's a little dilapidated."

Gallagher argued that starting with the bulkhead made logical sense from a building standpoint, noting "the rules were there. It was interpreted differently." She explained that when municipalities "lump walls and fences together with bulkheads and retaining walls, you're almost always going to have a huge drop off on the other side or at least some sort of grade variation."

Regarding the deck, Gallagher said: "I mean, we don't have to do the deck now. It kinda made sense to do it with the wall, so that's something we could, you know, do later. I think we were surprised that a deck is seen as an accessory use." She emphasized that the lots in the area "slope up to about 20 feet" and they're trying to maintain the existing grade.

When asked why build the deck before the principal structure, Gallagher explained: "From the builder's perspective, starting at the back of the lot and getting this replaced

first and then building the house farther back made sense." She also noted concerns about knowing the site layout and grading before planning the home.

On the height variance, a board member asked why not grade down when excavating. Gallagher responded that there's a code requirement not to significantly change the grade, and that lowering would make this property lower than adjacent properties which are also at about 20 feet elevation. She emphasized that Atlantic Beach stormwater regulations would require them to "retain all the runoff on-site, likely in some sort of underground containment."

During the courtesy of the floor, several neighbors spoke in opposition:

Brent Swindle stated: "I'm not trying to shut anybody down. Someone just paid $6 million for a lot. Like, I get it. You wanna build your house by all means. All I'm asking is can there's a reason for the code. Can we bring it to code?" He expressed concerns about the property already sitting "significantly higher than ours" with existing runoff issues, asking "if there's a code and I know Atlantic Beach is very stringent on code. If there's a code, why aren't we sticking to it?"

Jennifer Moreno, who lives directly behind the property, described having to spend "over 6 figures in our backyard" due to drainage issues from the higher elevation. She stated: "that property that is all the same height dropped right down into our property, which is 6 feet lower. And so we're just sitting there waiting to drown." She noted ongoing erosion issues because the property "was left unkempt. Everything's overgrown, and it's constantly blowing and damaging our backyard."

Megan Timke of Seminole Road raised concerns about precedent, stormwater runoff, erosion to the beach, and habitat for gopher tortoises. She stated: "We have our rules in place for a reason, and we need our citizens to follow those rules. We grant the severity, what's next? Who else is gonna come for what reason?"

Andrew Thomas from Ocean Village condos stated: "Building codes exist so that all residents can enjoy Atlantic Beach equally. Granting variances to those codes restricts others' rights to that mutual enjoyment." He described his small 10x30 foot backyard immediately adjacent to the property, noting the overgrown foliage has caused his fence to nearly fall. He asked the city to "postpone the approval of variances until a study can be done to look at the consequences of the requested changes."

Board discussion was extensive. One member struggled with the fact that the bulkhead was previously approved in 2002 and 2006, asking "how can you physically meet that code?" Another member expressed similar concerns about conflicting evidence regarding property elevations and potential impacts to neighbors.

A board member noted: "If they're sitting up with it, effectively, a 7 foot wall today, and the variance is not granted and they have to drop it to 4, and then the DEP says you can't do that, then the homeowner's stuck."

Angela Farford stated: "I have no problem with those variances. I understand these

concerns, but those are not concerns for us today."

Ellen Golombek suggested the applicant withdraw and resolve outstanding issues, saying: "Stormwater retention doesn't resolve all the issues. There's still runoff that goes into neighbors' yards no matter how much retention what kind of a retention pond you put in."

Chair Hansen weighed in: "There's a 7 foot wall there right now, and they're what they wanna do is retain that wall. So they're not changing topographically anything." He noted seeing a berm between properties and stated: "I feel like if we say they can't do that, it's a little bit ex post facto here. You're changing the law and saying you can't do this because we changed the law on you."

MOTION: After extensive debate, the board voted on the requests separately:

For the retaining wall variance:

To **approve ZVAR 25-0015** with regards to the retaining walls based on "onerous effects of regulations enacted after platting or after development of the property or after construction of improvements upon the property."

Motion: Richard Arthur
Second: Harold Gear

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

Motion passed 6 to 1.

MOTION: For the accessory use (deck) variance:

To **deny ZVAR25-0015** for the request for variance of 24-151(a) to build an accessory use prior to having a principal use.

Motion: Harold Gear
Second: Richard Arthur

Kirk Hansen	***Against***
Ellen Golombek	***For***
Angela Farford	***For***
Harold Gear (Moved By)	***For***

Richard Arthur (Seconded By)	***For***
Jeff Haynie	***Against***
Gregory (Greg) Beliles	***For***

Motion passed 5 to 2.

B. 644 Beach Avenue ZVAR25-0014 (Michael Sittner)
Request for a variance from Section 24-108(e)(1) to exceed the front yard setback and Section 24-82(b)(1) to exceed the maximum front yard projection to build a new single-family home at 644 Beach Avenue.

Principal Planner Abrielle Genest presented a request for a variance from Section 24-82(b)(1) to exceed the maximum front yard projection to build an open porch at 644 Beach Avenue.

Genest explained the property is located on the west side of Beach Avenue in the residential general two-family zoning district with a single-family home currently on the property. The lot is 50 feet wide by 78 feet deep. She noted: "This property was developed in 1923, and this was prior to the adoption of the land development regulations." The current first floor setback is 5 feet from the front property line, and the second-floor setback is 0 feet with an enclosed sunroom projection. The required front yard setback is currently 20 feet.

Originally, the applicant proposed to completely demolish the structure, but Genest explained: "They have since revised their scope of work, and now they're planning to preserve the first floor, take it down to the framing, demolish the second floor, and do additions." Since they're keeping the first floor, they're not abandoning the nonconformity and remain legal nonconforming with their setbacks.

The request is to construct a second-story porch that projects beyond the maximum allowable 4-foot projection. The applicant is requesting to build this second story projection to the front of the first story, 5 feet from the front property line. Genest showed graphics indicating the existing second story in red, proposed additions in blue (meeting the 20-foot setback), and the variance area in green where they want the open balcony at 5 feet instead of the allowed 16 feet.

Board member Richard disclosed ex parte communication: "The agent reached out to me before the packet went out and just asked if I was aware of this. I hadn't seen it yet, and we just discussed the year built and the size of the lot."

Applicant Michael Sittner explained they decided to keep the main framing for the first floor "because we wanted a stronger application, really trying to abide by the zoning code as best as we can." He emphasized the property was built in 1923 on a 0.09-acre lot that's only 80 feet deep and 50 feet wide. He argued they meet criteria 4 and 5 for the variance: "onerous effect of regulations adopted after platting or development" and "substandard size of a lot of record." He noted: "The 20-foot setback as in current code is based on a minimum hundred foot depth lot. We're at 80 feet."

When asked about expanding the first floor, Sittner clarified: "We're not expanding the first-floor footprint." Regarding the pool, he confirmed it would be removed but they would abide by rear setback requirements.

During public comment, Jamie Buckland of 327 Fifth Street spoke in favor, sharing memories of sitting on front porches in his hometown in Virginia. He stated: "It appears to me that what the applicant is simply trying to do is take an enclosed, albeit not compliant in today's standards with the setbacks, but take an enclosed room and turning it into a front porch, which is, I think, lovely and exactly what we need to be promoting in this neighborhood."

Matthew Bruce of 525 Beach Avenue, who lived next door to the property for 4 years, also spoke in favor: "It's really been a bunker. So we closed in the ugly, never been taken care of." He explained they're trying to "get rid of the ugly porch in the front, get rid of the parking that you see right now where the car can park out over the actually, the driveway and the walkway areas, and then to make it look like a better place."

Board discussion was brief and supportive. One member noted: "I think it's a less intense use ask. I think if you look at trying to tear down a 50 by 80 or try to build new on a 50 by 80, there'd be a lot more variance requests to meet setbacks." Another agreed it was "making it better, not worse. It's open air. It's not enclosed.

MOTION: To **approve ZVAR25-0014** on the grounds of substandard size of lot of record warranting a variance in order to provide for the reasonable use of property.

Motion: Harold Gear
Second: Jeff Haynie

Kirk Hansen	***For***
Ellen Golombek	***For***
Angela Farford	***For***
Harold Gear (Moved By)	***For***
Richard Arthur	***For***
Jeff Haynie (Seconded By)	***For***
Gregory (Greg) Beliles	***For***

Motion passed 7 to 0.

C. 1804 Selva Grande Drive ZVAR25-0017 (Katherine Cole)
Request for a variance to Section 23-51 and 23-52 to reduce the required tree mitigation for an after the fact permit at 1804 Selva Grande Drive based on an inaccurate arborist letter.

Principal Planner Abrielle Genest presented a request for variance from Sections 23-51 and 23-52 to reduce the required tree mitigation for an after-the-fact permit at 1804 Selva Grande Drive based on an inaccurate arborist letter.

The property is located on the corner of Saturiba Drive and Selva Grande Drive in the residential Selva Marina zoning district. The lot is 110 feet wide by 130 feet deep. Genest explained that Chapter 23 was created "with the purpose of enhancing, conserving, restoring, protecting, and preserving the natural environment."

The code requires a permit for removal of any tree 8 inches or greater in diameter at breast height. The property owner hired a company in 2024 that produced two letters stating trees were diseased and removed them without a permit - one 25-inch water oak and one 9-inch hickory. Genest explained: "When we looked at the letters that were provided by the tree company, we did find that it did not meet the state statute exempting it from a permit. Additionally, we did reach out to the arborist named on the report, and he did confirm with staff that he did not write the letter."

Because regulated trees removed in violation require double mitigation, the 25-inch water oak requires 59 inches of mitigation and the 9-inch hickory requires 9 inches, totaling 68 inches or $10,200. The applicant is requesting to reduce this to the standard ratio of 29.5 inches or $4,425.

Jeff Haynie asked about the timeline and process. Genest confirmed staff was on the property the day trees were being removed after likely receiving a neighbor complaint about an out-of-town tree service.
Another member asked: "Do you know when that letter was produced, this RP Arbor reports that were found to be fraudulent?" Genest indicated it was produced within the same week of removal, with dates around March 29, 2024.

Applicant representative Stella, who owns a pool company hired by the Coles to build a pool, explained Mrs. Cole couldn't attend with her three young children and Mr. Cole is a pilot out of town. She stated: "They assumed that their arborist letter was accepted." She noted the original issue came back to light when filing for permits to remove trees for the pool project.

Stella emphasized: "The Coles were not trying to pull a fast one. Someone came out and gave them an arborist letter and told them that if you had an arborist letter, a permit wasn't required." She described the tree company as fraudulent, noting they "totally disappeared" when the Coles tried to contact them. With the pool project requiring removal of 8 cabbage palms, the total mitigation would be $21,000. She argued: "To plant more trees on their yard is a little bit of the hardship because if you notice the picture of their yard, they have 62 trees on their property."

Board discussion focused on the limited grounds for granting tree variances. One member stated: "None of the criteria meet. They want to get their money back. They need to go talk to the politicians."

Jeff Haynie expressed sympathy but noted: "I don't think there are grounds to grant this. I also think this is not the result that the commission intended or that the code, you know, is there for. I don't think it's the goal to punish somebody like this." He wished the commission would consider adding broader variance grounds, noting these grounds "are very, very limited and are not gonna apply to people like this and probably

others."

Ellen Golombek suggested: "I would recommend the applicant withdraw the application and go back and resolve some of these outstanding issues."

Chair Hansen offered a different perspective: "These people aren't trying to get out of paying any mitigation. They're prepared to pay the mitigation for the trees… somebody did them wrong… When somebody comes up from South Daytona and starts preying on our citizens here, I wanna protect them."

MOTION: To **deny ZVAR 25-0017** as there are no criteria met.

Motion: Harold Gear
Second: Jeff Haynie

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

Motion passed 5 to 2.

D. Stormwater Text Amendment Change
ORDINANCE NO. 90-25-257: An Ordinance of the City of Atlantic Beach, County of Duval, State of Florida, Hereby amending the Land Development Regulations as adopted by Ordinance Number 90-24-253, including all amendments thereto; this ordinance specifically amending Section 24-89, Stormwater, Drainage, Storage and Treatment requirements, providing recordation and providing an effective date.

Director Amanda Askew presented proposed changes to stormwater regulations. She explained the Community Development Board had previously recommended different language, but the Commission felt removing on-site stormwater requirements entirely before the stormwater study was completed was premature. The proposed compromise would delete the 400 square foot trigger and add a trigger for anything over 35% impervious requiring on-site stormwater for the difference between 35% and 45%.
Askew noted a potential issue: "If you come in and you have you're wanting to add a shed and the shed is a hundred square feet, you technically would have to have storm water requirements for that hundred square feet."

Board discussion was critical of the proposed language. Richard Arthur asked about the level 3 alteration definition, concerned it could trigger stormwater requirements for interior renovations. One member worried: "If you put in new flooring in the house,

would that be a hundred percent of the house?"

Jeff Haynie stated: "I mean, I would say 3 times this board has recommended removal of the entire ordinance and, you know, 2 from this board and 1 from a completely different board makeup." He noted staff wanted to keep requirements while acknowledging the 35% came from "legend and folklore" of original city maximums. He emphasized: "You know, as the planner set out here, we're the only city, which I think there's 7 out of 411 that have this for residential."

Chair Hansen expressed frustration: "Do we have to say this at all? We've got 45 percent impervious surface ratio. As long as we're 45 percent, why don't we just get on with life?" He added: "All we're doing is making it more difficult and saying, if you wanna add on, we're not even gonna let you have 45 percent. We're not even gonna let you have 35 percent. It's like, come on. That's just silly."

Jeff Haynie warned: "I'm afraid it's becoming kind of a Frankenstein if we just keep on adding." Another member agreed: "Basically, you've got a trigger at 35 now where before you could have been at 35. And you added 400, and it put it into 40. But now all of a sudden, with this one, it's making it more over."

MOTION: To recommend to the City Commission that they remove Section (c)1 in its entirety.

Motion: Harold Gear
Second: Jeff Haynie

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

Motion passed 5 to 2.

E. Shared Parking Text Amendment Change

ORDINANCE NO. 90-25-258: An Ordinance of the City of Atlantic Beach, County of Duval, State of Florida, Hereby amending the Land Development Regulations as adopted by Ordinance Number 90-24-253, including all amendments thereto; this ordinance specifically amending Section 24-161, Off-street Parking and Loading, providing recordation and providing an effective date.

Director Amanda Askew presented proposed language to allow on-site shared parking, noting this arose from the 42 East Coast variance request. The proposed text would establish procedures for on-site shared parking when two or more uses on the same

parcel would utilize spaces at different times.

Chair Hansen questioned why not simply add "on-site" to the existing off-site shared parking provisions. Discussion revealed the off-site provisions were minimal - just stating parking may be permitted on property other than where the use is located.

Board members debated whether to combine on-site and off-site provisions. Richard noted the language refers to "the same parcel" which wouldn't work for off-site. The attorney explained: "The whole purpose of this language is to allow for on-site shared parking, and this is what this accomplishes."

One member expressed concern about the provision that businesses must stop operating if shared parking is lost, asking "What about a 30 day grace period?" Askew suggested most agreements would have termination clauses built in.

Another member worried: "This says that they could also use those spaces. Am I reading that incorrectly?" regarding multiple businesses sharing the same spaces. She suggested limiting on-site shared parking to just two businesses rather than multiple.

Director Askew warned: "Staff has grave concerns, and that would be tracking this over time. And as businesses ebb and flow, I mean, it would be difficult to track." She noted it would be challenging to monitor when businesses change or new tenants arrive.

After extensive debate about enforcement challenges and potential for abuse, one member stated: "As much as I hate to have resources wasted, which I think our resources are wasted when you have an opportunity for temporally sharing things, I see the Pandora's box of trying to manage this."

MOTION: To recommend adoption of the suggested language for Section 24-161(g)(3) as presented.

Motion: Jeff Haynie
Second: Richard Arthur

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

Motion passed 6 to 1.

5. REPORTS

A. Backyard Hen Discussion

Director Amanda Askew explained that Commissioner Ring asked the city manager to look at potentially allowing backyard hens on duplexes and townhomes. Currently, code only allows them on single-family homes. Research showed most municipalities require single-family homes and/or minimum lot sizes.

When asked about current permits, Director Askew confirmed there are 5 permits for hens in the city. There is no lot size minimum currently, though other cities like Neptune Beach and Jacksonville Beach require 5,000 square feet minimum.

Richard Arthur disclosed he has permit number 3. Board consensus was to keep regulations as-is. One member stated: "I don't think multifamily dwellings or duplexes or townhomes, that's infringing on… There's no setbacks with those homes." Another agreed about West Atlantic Beach having "small lots, duplexes."

The board reached consensus to report back to the City Commission that they don't think the regulations should be extended to townhouses and that the code should remain as is, restricting hens to single-family homes, due to concerns about space limitations and potential conflicts with neighbors on smaller lots and in multi-family settings.

6. PUBLIC COMMENT

Their was no public comment.

7. ADJOURNMENT

There being no further discussion, Chair Hansen declared the meeting adjourned at 7:53 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Ordinance No. 90-25-258 (Amending the Land Development Code to Section 24-161 to add regulations addressing shared parking on single parcels.)

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE September 10, 2025

MEETING DATE: September 22, 2025

BACKGROUND:

In May 2025, the CDB reviewed the on-site parking requirements resulting in a recommendation to Commission to introduce provisions in Chapter 24 that allow for shared parking arrangements within the same parcel or development, provided that the businesses involved operate during different hours. For example, a bar could share parking spaces with an office if their operating hours do not overlap.

This recommendation was brought to Commission on June 9th, where they directed the City Manager to prepare an ordinance incorporating the recommendation into Section 24-161. .
The following language was proposed at the June 23rd Commission meeting:

Section 24-161(g)(3)

(3) *Offsite and Onsite Shared parking*. Required parking spaces may be permitted to be utilized for meeting the parking requirements of two or more separate permitted uses on the same parcel or development or offsite when it is clearly established by the applicant that the two or more uses will utilize the spaces at different times of the day, week, month, or year. A recordable covenant, with the correct legal description, shall be submitted by the owners of the property and the two or more businesses or tenants involved in a form acceptable to the office of the City Attorney. The covenant shall be recorded in the clerk of courts at the Applicant 's expense, and shall run with the land. The covenant shall provide that the use or portion of a use that requires the shared parking in order to obtain the necessary permits or licenses shall cease and terminate upon any change in their respective schedules of operation that results in conflicting or overlapping usage of the parking facilities, and no nonresidential use may be made of that portion of the property until the required parking facilities are available and provided. The covenant shall also provide that the City may collect attorneys' fees if litigation is necessary to enforce the requirements of this Section.

Commission directed the City Manager to bring the proposed language to them through Ordinance format. Section 24-62 requires the Community Development Board to review proposed amendments to the zoning code and provide a recommendation to Commission.

ANALYSIS & REVIEW

Per Section 24-62(f) of the Land Development Code, the Community Development Board shall evaluate applications for a zoning code amendment based on the following factors:

(1) Consistency with the comprehensive plan;

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

(3) Consistency with other professional planning principles, standards, information and more detailed plans and studies considered relevant;

(4) Whether the proposed amendment and development permitted thereunder is premature or otherwise creates or contributes to an urban sprawl pattern of development;

(5) Whether the proposed amendment will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby districts;

(6) Whether the uses permitted under the proposed rezoning will be consistent or compatible with the existing and proposed land uses and zoning of adjacent and nearby properties or the general area; or will deviate from an established or developing logical and orderly development pattern;

(7) Whether the uses permitted under the proposed rezoning will deviate from an established or developing development pattern that is logical and orderly;

(8) Whether the proposed rezoning and development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the general area more than the types of uses currently permitted; and

(9) Whether the proposed rezoning and development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.5.1 The City shall review all applications for development permits to determine compliance with the Land Development Regulations, particularly with regard to provision of open space, required parking, on-site traffic flow, appropriate signage, impervious surface area limits, landscaping and tree protection so as to avoid traffic congestion, hazardous public safety conditions and inefficient land use, which may also result in harmful environmental or aesthetic effects.

Policy A.1.5.2 The City shall consider, in conjunction with the issuance of all development permits within its boundaries, the impacts of development upon adjacent jurisdictions, regional service entities, regional planning policies, and hurricane evacuation plans. Further, the City shall cooperate with such entities to ensure equitable, timely, and coordinated urban development activities.

Policy A.1.5.6 Commercial and light industrial development shall be located and designed so as to minimize adverse effects on residential areas, traffic facilities and the aesthetic character of the City.
Policy B.2.2.5 The City shall continue to enforce land use and subdivision regulations to provide for the safe and convenient on-site traffic flow, considering motorized and non-motorized traffic movements and parking requirements.

The Community Development Board reviewed the proposed text change at its August 26 meeting. A motion to recommend approval to Commission passed with a 6-1 vote.

REQUIRED ACTION

The City Commission shall review the Community Development Board's recommendation and hold two public hearings to consider Ordinance 90-25-258. These two hearings are scheduled for September 22nd and October 13th.

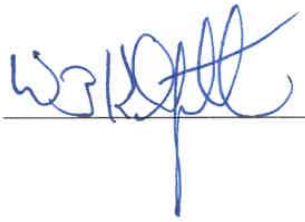
Following these public hearings, the city commission, by ordinance, may amend the Land Development Regulations Text, or it may deny the request.

BUDGET: None

RECOMMENDATION: Consideration of Ordinance No. 90-25-258

ATTACHMENTS:

Ordinance No. 90-25-258
Exhibit A
Draft CDB Meeting Minutes

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 90-25-258

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, HEREBY AMENDING THE LAND DEVELOPMENT REGULATIONS AS ADOPTED BY ORDINANCE NUMBER 90-24-253, INCLUDING ALL AMENDMENTS THERETO; THIS ORDINANCE SPECIFICALLY AMENDING SECTION 24-161, OFF-STREET PARKING AND LOADING, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 14, 2024 the City Commission of the City of Atlantic Beach enacted Ordinance No. 90-24-253 amending and restating the City of Atlantic Beach Land Development Regulations, Chapter 24 of the City's Code of Ordinances, and

WHEREAS, the City of Atlantic Beach recognizes that said Chapter 24, Land Development Regulations, requires comprehensive revisions periodically to meet the community's needs to update content, standards, and administrative guidance; and

WHEREAS, the City of Atlantic Beach desires to have Land Development Regulations that are clear, concise, and streamlined; and

WHEREAS, Section 163.3174(1), Florida Statutes, requires that the governing body of each local government in Florida shall designate and by ordinance establish a "local planning agency;" and

WHEREAS, the City of Atlantic Beach Community Development Board has been duly designated as the Local Planning Agency of the City; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, provides that the land planning agency shall review all proposed text amendments to land development regulations and make recommendations to the governing body as to the consistency of the proposed revisions with the adopted comprehensive plan; and

WHEREAS, the Community Development Board acting in its capacity as Local Planning Agency, held a duly advertised public hearing on August 26th, to receive public comments on the proposed amendment to Chapter 24, Land Development Regulations and, finding the proposed amendment to said Chapter 24 consistent with the City's adopted 2045 Comprehensive Plan, voted to recommend adoption of said update and revisions to Chapter 24, Land Development Regulations; and

WHEREAS, after due notice and publication, the City Commission held two (2) public hearings to receive public comments and receive the recommendation of the Community Development Board; and

WHEREAS, the City Commission has found and determined that the proposed update and revisions to Chapter 24, Land Development Regulations will foster and preserve the public health,

safety and welfare and aid in the harmonious, orderly and progress development of the City of Atlantic Beach and thus will serve a valid public purpose.

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

SECTION 1. Regulation Amended. Section 24-161 of Chapter 24, Land Development Regulations of the Code of Ordinances of the City of Atlantic Beach, Florida, is hereby revised, as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shows in said Exhibit A

SECTION 2. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, as codified in the applicable portions of Chapter 163, Part II, Florida Statutes.

SECTION 3. Findings. The City Commission hereby finds and determines that:

(a) The findings set forth in the recitals to this Ordinance are true and correct.

(b) The Community Development Board, acting in its capacity as the Local Planning Agency for the City held a public hearing on August 26th, to consider the proposed amendment to Chapter 24, Land Development Regulations of the City's Code of Ordinances, and found them to be consistent with the Comprehensive Plan, and recommended that the City Commission adopt said amendment to Chapter 24, Land Development Regulations.

(c) The amendment to Chapter 24, Land Development Regulations, of the City's Code of Ordinances, is consistent with the City's adopted 2045 Comprehensive Plan.

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

SECTION 5. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the Land Development Regulations Update as Chapter 24 into the City's Code of Ordinances. Sections of the Land Development Regulations Update may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 24 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. Applicability. The provisions of the Land Development Regulations amendment shall apply to all applications, decisions or controversies pending before the City of Atlantic Beach upon the effective date hereof or filed or initiated thereafter, provided that certain development, land use or construction, if qualified, may have vested rights to continue or be completed under the terms of the repealed ordinances or provisions therein.

SECTION 7. Severability. If any section, sentence, clause, or other provision of this Ordinance, or any provision of the Land Development Regulations amendment shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, or of the Land Development Regulations Update.

SECTION 8. Effective Date. This Ordinance shall take effect upon final review and approval.

PASSED by the City Commission on first read____ day of ____,2025

PASSED by the City Commission on second and final reading this ___ day of ____ , 2025.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

Sec. 24-161. Off-street parking and loading.

(a) *Purpose and intent.* Off-street vehicular parking spaces required by this section shall be provided at the time of the construction or expansion of any building for the uses listed in this section. This section is intended to specify appropriate design and location for parking, support the creation of walkable communities, and lessen unnecessary conflicts between vehicles and pedestrians. Parking areas shall be arranged for convenient access and the safety of pedestrians and vehicles; shall provide barriers when located at the perimeter of a lot to prevent encroachment on to adjacent properties; and when lighted, lights shall be directed away from adjacent properties. Table 4 depicts the minimum parking required by use.

(b) *General requirements and limitations for parking areas.*

(1) Adequate drainage shall be provided, and parking areas shall be maintained in a dustproof condition kept free of litter and debris.

(2) All parking areas shall be paved unless an alternative surface is approved by the director of public works. Any such alternative surface shall be maintained as installed and shall be converted to a paved surface if a failure to maintain results in adverse drainage or aesthetic impacts.

(3) All parking areas are subject to the landscape requirements set forth is section 24-176.

(4) Parking for residential uses shall be located within paved or stabilized driveways, private garages or carports or such areas intended for the day-to-day parking of vehicles. Vehicles shall not be routinely parked within grassed or landscaped areas of a residential lot.

(5) There shall be no sales, service or business activity of any kind within any parking area.

(6) Parking, stacking, and loading space areas shall not be used for any other purpose, including, but not limited to the storage of equipment, materials, boats, or recreational vehicles.

(7) Applications to vary from the requirements of this section shall follow the procedures set forth in subsections 24-65(a) and (b). The community development board may approve such application only upon finding that the intent of this section as set forth in preceding subsection (a) is met.

(8) Parking areas and driveways shall not obstruct stormwater facilities, drainage swales or clear vehicular sight distances.

(9) Excess parking is discouraged, and in no case shall the number of extra surface parking spaces exceed ten (10) spaces or ten (10) percent, whichever is greater.

(10) Required parking shall be maintained for the duration of the use it serves.

(c) *Plans required.* A composite site plan depicting the arrangement and dimensions of required parking and loading spaces, access aisles and driveways in relationship to the buildings or uses to be served shall be included on all plans submitted for review. Parking calculations

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demonstrating provision of required parking shall be provided with all building permit applications submitted for review.

(d) *Measurement.* Where floor area determines the amount of off-street parking and loading required, the floor area of a building shall be the sum of the horizontal area of every floor of the building. In places of public assembly in which occupants utilize benches, pews or similar seating, each twenty-four (24) lineal inches of such seating, or seven (7) square feet of floor area where no seating is provided, shall be considered one (1) seat. When computations result in requirement of a fractional space, a fraction equal to or more than one-half (½) shall require a full space.

(e) *Uses not specifically mentioned.* Requirements for off-street parking and loading for uses not specifically mentioned in this section shall be the same as required for the use most similar to the one (1) sought, it being the intent of this section to require all uses to provide adequate off-street parking and loading.

(f) *Location of required off-street parking spaces.*

(1) Parking spaces for residential uses shall be located on the same property with principal building(s) to be served.

(2) Parking spaces for uses other than residential uses shall be provided ~~on the same lot~~ onsite or not more than four hundred (400) feet away, provided that such required off-street parking shall in no case be separated from the use it serves by arterial streets or major collector streets, or other similar barriers to safe access between parking and the use, and if necessary shall require a shared parking agreement in accordance with this section.

(3) Off-street parking for all uses other than single and two-family residential shall be designed and constructed such that vehicles will not back into public rights-of-way, unless approved as onstreet parking. Parking spaces shall not extend across any public or private sidewalk or other pedestrian thoroughfare.

(4) Off-street parking spaces for any use shall not be located where, in the determination of the director of public safety, an obstruction to safe and clear vehicular sight distance would be created when vehicles are parked in such spaces.

(5) Parking lots shall be accessed from a side street or alley unless no such access is available.

(g) *Parking reductions.* Allowable parking reductions in parking space requirements. This section provides procedures and criteria for the reduction of the off-street parking requirements of this chapter, except for residential and lodging uses.

(1) *Tree protection.* Required vehicle parking may be reduced by a maximum of ten (10) percent when necessary to preserve legacy trees, as defined in chapter 23. Required vehicle parking may be reduced by a maximum of five (5) percent when necessary to preserve regulated trees, as defined in chapter 23. These reductions cannot be combined.

~~(2) *Shared parking.* A shared parking agreement subject to review and approval by administrator and city attorney shall be required where offsite parking is used to meet parking requirements and shall be recorded with the clerk of courts between~~

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~~cooperating property owners as a deed restriction on both properties and shall not be modified without the consent of the administrator and city attorney. When shared parking is implemented the uses sharing parking must demonstrate different peak hour parking needs.~~

(3) *Offsite and Onsite Shared parking.* Required parking spaces may be permitted to be utilized for meeting the parking requirements of two or more separate permitted uses on the same parcel or development or offsite when it is clearly established by the applicant that the two or more uses will utilize the spaces at different times of the day, week, month, or year. A recordable covenant, with the correct legal description, shall be submitted by the owners of the property and the two or more businesses or tenants involved in a form acceptable to the office of the City Attorney. The covenant shall be recorded in the clerk of courts at the Applicant 's expense, and shall run with the land. The covenant shall provide that the use or portion of a use that requires the shared parking in order to obtain the necessary permits or licenses shall cease and terminate upon any change in their respective schedules of operation that results in conflicting or overlapping usage of the parking facilities, and no nonresidential use may be made of that portion of the property until the required parking facilities are available and provided. The covenant shall also provide that the City may collect attorneys' fees if litigation is necessary to enforce the requirements of this Section.

(4~~3~~) *Motorcycle parking.* For every two (2) motorcycle parking spaces provided, the required vehicle parking may be reduced by one (1) space, up to five (5) percent of required parking. Each motorcycle parking space must have dimensions of at least four and one-half (4½) feet by eight (8) feet per space.

(5~~4~~) *Bicycle parking.* For each additional four (4) bicycle parking spaces provided, the provision of vehicular parking spaces required by this Code may be reduced by one (1) space, up to a maximum of twenty (20) percent of the total number of vehicular parking spaces required.

(6~~5~~) *Transportation network company.* Developments within the central business district (CBD) and traditional marketplace (TM) district which provide preferred parking spaces or drop-off zones (e.g., covered, shaded, or near building entrance) for TNCs may reduce their parking requirement by two (2) vehicle spaces for every one (1) space which is marked and reserved for TNCs at a preferred location, up to a maximum of ten (10) percent of the total number of vehicular parking spaces required or four (4) vehicle parking spaces, whichever is less. Drop-off zones shall be located so as to minimize impediments to traffic flow.

(7~~6~~) *On-street parking.* Developments shall receive credit for on-street parking. This reduction shall be limited to the number of parking spaces provided along the street frontage directly adjacent to the site.

(h) *Design requirements.*

(1) Parking space dimensions shall meet the following standards.

(a) Each off-street parking space shall be a minimum of nine (9) feet by eighteen (18) feet, except that smaller dimensions may be provided for single family residential

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lots, provided that adequate onsite parking is provided to accommodate two (2) vehicles.

(b) No more than thirty (30) percent of the required parking spaces may be reduced to eight (8) feet by sixteen (16) feet and specifically designated for compact-size automobiles.

(c) Parallel parking spaces shall be a minimum of eight (8) feet by twenty (20) feet.

(2) Accessible parking spaces shall comply with the accessibility guidelines for buildings and facilities (ADAAG), and shall have a minimum width of twelve (12) feet.

(3) Within parking lots, the minimum width for a one-way drive aisle shall be twelve (12) feet, and the minimum width for a two-way drive aisle shall be twenty-two (22) feet. The aisle width may be reduced to ten (10) feet for one-way traffic and eighteen (18) feet for two-way traffic where no parking occurs or where necessary to provide sufficient landscape area around a preserved tree.

(4) Parking lots containing more than five (5) rows of parking in any configuration shall provide a row identification system to assist patrons with the location of vehicles, and internal circulation shall be designed to minimize potential for conflicts between vehicles and pedestrians.

(5) Tandem parking configurations are only permitted on residential properties, unless approved as part of a valet parking plan or for a change of use within an existing building.

(6) Curbs, wheel stops, or parking stops shall be provided next to sidewalks.

(i) *Parking space requirements.* Where existing uses, which do not provide the required number of off-street parking spaces as set forth within this paragraph are replaced with similar uses (such as a restaurant replacing a restaurant), with no expansion in size or increase in number of seats, additional parking shall not be required. Any increase in floor area or expansion in building size, including the addition of seats shall require provision of additional parking for such increase or expansion.

CITY OF ATLANTIC BEACH\OFF-STREET PARKING REQUIREMENTS

USE	MINIMUM PARKING REQUIRED
RESIDENTIAL USES	
Multi-family residential uses within commercial zoning districts	
Studio/one-bedroom	One (1) space per unit
Two-bedroom	One and one-half (1½) space per unit
Three-bedroom or more	Two (2) spaces per unit
Rooming and boardinghouses	One (1) space for each guest bedroom
All other residential uses	Two (2) spaces per dwelling unit
COMMERCIAL/OFFICE USES	
Auditoriums, theaters or other places of assembly	One (1) space for every four (4) seats or seating places

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Bowling alleys	Four (4) spaces for each alley
Hotels and motels	One (1) space for each sleeping unit plus spaces required for accessory uses such as restaurants, lounges, etc., plus one (1) employee space per each twenty (20) sleeping units or portion thereof
Medical office or dental clinic	One (1) space for each two hundred (200) square feet of gross floor area
Marinas	One (1) space per boat slip plus spaces required for parking accessory uses such as office
Restaurants, bars, nightclubs	One (1) space for each four (4) seats. Any outdoor seating where service occurs shall be included
Financial institutions	One (1) space for each three hundred (300) square feet
Truck/trailer rental	One (1) space for each two hundred (200) square feet, five (5) spaces minimum
Minor automotive service, major automotive repair	Two (2) spaces for each service bay (service bay is not a parking spot)
Retail, office, or service uses not otherwise specified	One (1) space for each four hundred (400) square feet of gross floor area
INDUSTRIAL USES	
Light assembly and fabrication, manufacturing - heavy, printing, engravings and related reproductive services	One (1) space for each five hundred (500) square feet
Mini-warehouse	Three (3) spaces, plus one (1) for each one hundred (100) units
Outside storage	One (1) space for each two thousand (2,000) square feet of designated site area
Warehouse/storage (inside)	One (1) space for each one thousand (1,000) square feet
INSTITUTIONAL AND COMMUNITY SERVICE USES	
Assisted living, senior care and similar housing for the elderly where residents do not routinely drive or maintain vehicles on the property	One (1) space for each four (4) occupant accommodations
Churches, temples or places of worship	One (1) space for each four (4) seats or seating places
Clubs or lodges	One (1) space for each four (4) seats or seating places or one (1) space for each two hundred (200) square feet of gross floor area, whichever is greater
Hospitals, clinics and similar institutional uses	One and one-half (1½) spaces for each hospital bed

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Libraries and museums	One (1) space for each five hundred (500) square feet of gross floor area
Mortuaries, funeral homes	One (1) space for each four (4) seats or seating spaces in chapel plus one (1) space for each three (3) employees
Schools and educational uses	a. Elementary and middle high schools: Two (2) spaces for each classroom, office and kitchen
	b. Senior high schools: Six (6) spaces for each classroom plus one (1) space for each staff member
Vocational, trade and business schools	One (1) space for each three hundred (300) square feet of gross floor area
Child care facilities	One (1) space for each four hundred (400) square feet of gross floor area, plus one (1) paved off-street pedestrian loading and unloading space for an automobile on a through, "circular" drive for each ten (10) students cared for (excluding child care in a residence). An additional lane shall also be required to allow pass by or through traffic to move while automobiles waiting or parked to pick up children occupy loading/unloading areas.
Spa, gym, health club and school for the fine or performing arts or martial arts	One (1) space for each three (3) seats or one (1) space for each one hundred (100) square feet, whichever is greater
Community center, government uses, building, or facility	One (1) space for each three hundred (300) square feet
Hospice	One (1) space for each six (6) beds, and one (1) space for each employee on the largest shift
Emergency ambulance service	One (1) space for each three hundred (300) square feet and one (1) space for each seven hundred and fifty (750) square feet of site area
* Please refer to section 24-161(g) for parking reductions ** Please refer to section 24-161(e) for uses not specifically mentioned.	

Table 4 Off-Street Parking Requirements

(j) *Off-street loading spaces.* Off-street loading and delivery spaces shall be provided that are adequate to serve the use such that interference with routine parking, pedestrian activity and daily business operations is avoided. Where possible, loading and delivery areas should be located at the rear of a site and shall not be required to back into a public right-of-way.

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These off-street loading spaces shall be not less than ten (10) feet wide, twenty-five (25) feet long, provide vertical clearance of fifteen (15) feet, and provide adequate area for maneuvering, ingress and egress. The length of one (1) or more of the loading spaces may be increased up to fifty-five (55) feet if full-length tractor-trailers must be accommodated.

(k) *Additional requirements for multi-family residential uses.* New multi-family residential development shall provide adequate area designated for parking of routine service vehicles such as used by repair, contractor and lawn service companies. For new multi-family development located east of Seminole Road, three (3) spaces per dwelling unit shall be required in order to accommodate increased parking needs resulting from beach-going visitors.

(l) *Bicycle parking.* All new development including any redevelopment or expansion that requires any change or reconfiguration of parking areas, except for single- and two-family residential uses, shall provide bicycle parking facilities on the same site, in accordance with the following:

(1) Bicycle parking facilities shall be separated from vehicular parking areas by the use of a fence, curb or other such barrier so to protect parked bicycles from damage by cars.

(2) Bicycle parking facilities shall provide the ability to lock or secure bicycles in a stable position without damage to wheels, frames or components.

(3) Bicycle parking shall be located in areas of high visibility that are well-lighted.

(4) Required bicycle parking shall be located no more than fifty (50) feet from the doors and entryways typically used by residents or customers for access to a building, not to include doors intended to be used solely as delivery doors or emergency exits.

(5) Bicycle parking shall be provided at a rate of one (1) bicycle parking space for every ten (10) required vehicle parking spaces plus two (2) additional bicycle parking spaces. When computations result in requirement of a fractional space, a fraction equal to or more than one-half (½) shall require a full space.

(6) All required bicycle parking for multi-family residential uses shall be located under or within a covered structure or structures.

(7) Bicycle parking shall be located so as to not interfere with pedestrian movement and with adequate clearance to give cyclists room to maneuver. An unobstructed pedestrian aisle at least four (4) feet wide shall be provided.

(8) Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two (2) feet wide.

(9) Each bicycle rack shall be located at least three (3) feet from another bicycle rack or from a wall.

(m) *Illumination values for parking areas.* Illumination values at the property line of a new commercial or industrial development or redevelopment shall not be more than 0.2 fc at any point when a project is located next to any residential use or residentially zoned property. The illumination values at the property line of a project adjacent to any other use shall not be more than 1.0 fc. Compliance with these criteria shall not be required between two (2)

adjacent nonresidential properties of like zoning or use classification provided that the properties are under the same ownership or have common parking areas or driveways.

At canopied areas, such as those found at drive-through facilities, gas stations, convenience centers, and car-washes, lighting under the canopy, awning, porte cochere, or similar structure shall be either recessed or cut-off fixtures.

The city may require a lighting plan in order to determine compliance with this section.

(n) *Valet parking.* Valet parking does not require individual striping and may take into account the tandem or mass storage of vehicles. Non-residential developments may utilize valet parking subject to the following:

(1) Submission and approval of a site plan that includes the layout and dimensions of the parking spaces and drive aisles showing sufficient parking and maneuverability for a variety of passenger automobiles, motor vehicles, and light trucks.

(2) The dimensions of valet parking spaces may be reduced to seven and one-half (7 ½) feet stall width by eighteen (18) feet stall length.

(3) Valet parking spaces shall be provided on-site, unless included in a shared parking agreement approved by the city.

(4) An on-site drop off area that does not block public right-of-way for vehicles using the valet parking service shall be provided.

(5) If the valet parking plan includes parking spaces that are required to meet the applicable minimum parking requirements, the valet parking service must be provided for those parking spaces during all operating hours of the use.

(6) The valet parking service shall not utilize public parking spaces.

(7) Changes to a parking lot or facility with valet parking that are changed to be self-parking shall require a revised site plan and shall meet the minimum parking requirements of this section.

(Ord. No. 90-24-253, § 3(Exh. A), 10-14-24)

MINUTES
Community Development Board (CDB) Meeting
Tuesday, August 26, 2025 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

Present:
Kirk Hansen, Chair
Ellen Golombek, Vice Chair
Angela Farford, Member
Harold Gear, Member
Richard Arthur, Member
Jeff Haynie, Member
Gregory (Greg) Beliles, Alternate Member

Absent:
Jennifer Lagner, Member

Also Present:
Amanda Askew, Neighborhoods Department Dir. (NDD)
Abrielle Genest, Principal Planner (PP)
Valerie Jones, Recording Clerk
Rob Graham, City Attorney (CA)

1. CALL TO ORDER AND ROLL CALL

Chair Hansen called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

A. Approve minutes of the July 15, 2025 regular meeting of the Community Development Board.

The minutes were approved.

3. OLD BUSINESS

There was no new business.

4. NEW BUSINESS

A. 2127 Beach Avenue ZVAR25-0015 (Stephanie Gallagher and Kevin Partel)
Request for a variance to Section 24-151(a) to build an accessory use prior to having a principal use and Section 24-157(b)(5) to exceed the maximum height for a retaining wall and the minimum 40 feet separation between retaining walls at 2127 Beach Avenue.

Principal Planner Abrielle Genest presented the request for a variance from Section 24-151(a) to build an accessory use prior to having a principal use and Section 24-157(b)(5) to exceed the maximum height for a retaining wall and the minimum 40 feet separation between retaining walls at 2127 Beach Avenue.

Genest explained that the property is located on the north end of Beach Avenue in the residential multifamily general zoning district. It is oceanfront, 75 feet wide and 182 feet deep. She noted "the previous home was demolished in 2018. It has since sat vacant." The applicant is proposing to reconstruct the existing bulkhead and build a new wood deck cantilevered over the bulkhead before constructing the single-family home.

The existing bulkhead was built in the early 2000s and permitted through DEP, though a variance was not obtained at that time. Genest explained the first request relates to Section 24-151(a), which states "accessory uses and structures are permitted within any zoning district where the accessory uses or structures are clearly ancillary in connection with and incidental to the principal use allowed within that zoning district." Since the deck would be constructed before the single-family home, a variance is required.

The second request involves the bulkhead height. The code limits retaining walls to 4 feet with a minimum 40-foot separation between walls. The existing bulkhead is 7 feet high, and there's a buried seawall 9 feet away from it. Genest stated: "So the applicant is requesting to reduce that separation from 40 feet to 9 feet."

Richard Arthur inquired about what it would look like to meet code requirements. Genest responded that "if they had to come into compliance with the code, we would only allow maximum retaining wall height of 4 feet, so that would require some additional grading of the lot."

When asked if replacement calls for sheet pile metal, Genest indicated she believed the engineering plans in the application would show those details.

The Chair declared no ex parte communications from board members.

Applicant representative Stephanie Gallagher, a planner representing the Fergusons, explained that the homeowners purchased the property at the end of last year with plans to build a new home. She stated: "First thing they thought they should do is replace that wall and deck. It's a little dilapidated."

Gallagher argued that starting with the bulkhead made logical sense from a building standpoint, noting "the rules were there. It was interpreted differently." She explained that when municipalities "lump walls and fences together with bulkheads and retaining walls, you're almost always going to have a huge drop off on the other side or at least some sort of grade variation."

Regarding the deck, Gallagher said: "I mean, we don't have to do the deck now. It kinda made sense to do it with the wall, so that's something we could, you know, do later. I think we were surprised that a deck is seen as an accessory use." She emphasized that the lots in the area "slope up to about 20 feet" and they're trying to maintain the existing grade.

When asked why build the deck before the principal structure, Gallagher explained: "From the builder's perspective, starting at the back of the lot and getting this replaced

first and then building the house farther back made sense." She also noted concerns about knowing the site layout and grading before planning the home.

On the height variance, a board member asked why not grade down when excavating. Gallagher responded that there's a code requirement not to significantly change the grade, and that lowering would make this property lower than adjacent properties which are also at about 20 feet elevation. She emphasized that Atlantic Beach stormwater regulations would require them to "retain all the runoff on-site, likely in some sort of underground containment."

During the courtesy of the floor, several neighbors spoke in opposition:

Brent Swindle stated: "I'm not trying to shut anybody down. Someone just paid $6 million for a lot. Like, I get it. You wanna build your house by all means. All I'm asking is can there's a reason for the code. Can we bring it to code?" He expressed concerns about the property already sitting "significantly higher than ours" with existing runoff issues, asking "if there's a code and I know Atlantic Beach is very stringent on code. If there's a code, why aren't we sticking to it?"

Jennifer Moreno, who lives directly behind the property, described having to spend "over 6 figures in our backyard" due to drainage issues from the higher elevation. She stated: "that property that is all the same height dropped right down into our property, which is 6 feet lower. And so we're just sitting there waiting to drown." She noted ongoing erosion issues because the property "was left unkempt. Everything's overgrown, and it's constantly blowing and damaging our backyard."

Megan Timke of Seminole Road raised concerns about precedent, stormwater runoff, erosion to the beach, and habitat for gopher tortoises. She stated: "We have our rules in place for a reason, and we need our citizens to follow those rules. We grant the severity, what's next? Who else is gonna come for what reason?"

Andrew Thomas from Ocean Village condos stated: "Building codes exist so that all residents can enjoy Atlantic Beach equally. Granting variances to those codes restricts others' rights to that mutual enjoyment." He described his small 10x30 foot backyard immediately adjacent to the property, noting the overgrown foliage has caused his fence to nearly fall. He asked the city to "postpone the approval of variances until a study can be done to look at the consequences of the requested changes."

Board discussion was extensive. One member struggled with the fact that the bulkhead was previously approved in 2002 and 2006, asking "how can you physically meet that code?" Another member expressed similar concerns about conflicting evidence regarding property elevations and potential impacts to neighbors.

A board member noted: "If they're sitting up with it, effectively, a 7 foot wall today, and the variance is not granted and they have to drop it to 4, and then the DEP says you can't do that, then the homeowner's stuck."

Angela Farford stated: "I have no problem with those variances. I understand these

concerns, but those are not concerns for us today."

Ellen Golombek suggested the applicant withdraw and resolve outstanding issues, saying: "Stormwater retention doesn't resolve all the issues. There's still runoff that goes into neighbors' yards no matter how much retention what kind of a retention pond you put in."

Chair Hansen weighed in: "There's a 7 foot wall there right now, and they're what they wanna do is retain that wall. So they're not changing topographically anything." He noted seeing a berm between properties and stated: "I feel like if we say they can't do that, it's a little bit ex post facto here. You're changing the law and saying you can't do this because we changed the law on you."

MOTION: After extensive debate, the board voted on the requests separately:

For the retaining wall variance:

To **approve ZVAR 25-0015** with regards to the retaining walls based on "onerous effects of regulations enacted after platting or after development of the property or after construction of improvements upon the property."

Motion: ***Richard Arthur***
Second: ***Harold Gear***

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

Motion passed 6 to 1.

MOTION: For the accessory use (deck) variance:

To **deny ZVAR25-0015** for the request for variance of 24-151(a) to build an accessory use prior to having a principal use.

Motion: ***Harold Gear***
Second: ***Richard Arthur***

Kirk Hansen	***Against***
Ellen Golombek	***For***
Angela Farford	***For***
Harold Gear (Moved By)	***For***

Richard Arthur (Seconded By)	***For***
Jeff Haynie	***Against***
Gregory (Greg) Beliles	***For***

Motion passed 5 to 2.

B. 644 Beach Avenue ZVAR25-0014 (Michael Sittner)
Request for a variance from Section 24-108(e)(1) to exceed the front yard setback and Section 24-82(b)(1) to exceed the maximum front yard projection to build a new single-family home at 644 Beach Avenue.

Principal Planner Abrielle Genest presented a request for a variance from Section 24-82(b)(1) to exceed the maximum front yard projection to build an open porch at 644 Beach Avenue.

Genest explained the property is located on the west side of Beach Avenue in the residential general two-family zoning district with a single-family home currently on the property. The lot is 50 feet wide by 78 feet deep. She noted: "This property was developed in 1923, and this was prior to the adoption of the land development regulations." The current first floor setback is 5 feet from the front property line, and the second-floor setback is 0 feet with an enclosed sunroom projection. The required front yard setback is currently 20 feet.

Originally, the applicant proposed to completely demolish the structure, but Genest explained: "They have since revised their scope of work, and now they're planning to preserve the first floor, take it down to the framing, demolish the second floor, and do additions." Since they're keeping the first floor, they're not abandoning the nonconformity and remain legal nonconforming with their setbacks.

The request is to construct a second-story porch that projects beyond the maximum allowable 4-foot projection. The applicant is requesting to build this second story projection to the front of the first story, 5 feet from the front property line. Genest showed graphics indicating the existing second story in red, proposed additions in blue (meeting the 20-foot setback), and the variance area in green where they want the open balcony at 5 feet instead of the allowed 16 feet.

Board member Richard disclosed ex parte communication: "The agent reached out to me before the packet went out and just asked if I was aware of this. I hadn't seen it yet, and we just discussed the year built and the size of the lot."

Applicant Michael Sittner explained they decided to keep the main framing for the first floor "because we wanted a stronger application, really trying to abide by the zoning code as best as we can." He emphasized the property was built in 1923 on a 0.09-acre lot that's only 80 feet deep and 50 feet wide. He argued they meet criteria 4 and 5 for the variance: "onerous effect of regulations adopted after platting or development" and "substandard size of a lot of record." He noted: "The 20-foot setback as in current code is based on a minimum hundred foot depth lot. We're at 80 feet."

When asked about expanding the first floor, Sittner clarified: "We're not expanding the first-floor footprint." Regarding the pool, he confirmed it would be removed but they would abide by rear setback requirements.

During public comment, Jamie Buckland of 327 Fifth Street spoke in favor, sharing memories of sitting on front porches in his hometown in Virginia. He stated: "It appears to me that what the applicant is simply trying to do is take an enclosed, albeit not compliant in today's standards with the setbacks, but take an enclosed room and turning it into a front porch, which is, I think, lovely and exactly what we need to be promoting in this neighborhood."

Matthew Bruce of 525 Beach Avenue, who lived next door to the property for 4 years, also spoke in favor: "It's really been a bunker. So we closed in the ugly, never been taken care of." He explained they're trying to "get rid of the ugly porch in the front, get rid of the parking that you see right now where the car can park out over the actually, the driveway and the walkway areas, and then to make it look like a better place."

Board discussion was brief and supportive. One member noted: "I think it's a less intense use ask. I think if you look at trying to tear down a 50 by 80 or try to build new on a 50 by 80, there'd be a lot more variance requests to meet setbacks." Another agreed it was "making it better, not worse. It's open air. It's not enclosed.

MOTION: To **approve ZVAR25-0014** on the grounds of substandard size of lot of record warranting a variance in order to provide for the reasonable use of property.

Motion: Harold Gear
Second: Jeff Haynie

Kirk Hansen	***For***
Ellen Golombek	***For***
Angela Farford	***For***
Harold Gear (Moved By)	***For***
Richard Arthur	***For***
Jeff Haynie (Seconded By)	***For***
Gregory (Greg) Beliles	***For***

Motion passed 7 to 0.

C. 1804 Selva Grande Drive ZVAR25-0017 (Katherine Cole)
Request for a variance to Section 23-51 and 23-52 to reduce the required tree mitigation for an after the fact permit at 1804 Selva Grande Drive based on an inaccurate arborist letter.

Principal Planner Abrielle Genest presented a request for variance from Sections 23-51 and 23-52 to reduce the required tree mitigation for an after-the-fact permit at 1804 Selva Grande Drive based on an inaccurate arborist letter.

The property is located on the corner of Saturiba Drive and Selva Grande Drive in the residential Selva Marina zoning district. The lot is 110 feet wide by 130 feet deep. Genest explained that Chapter 23 was created "with the purpose of enhancing, conserving, restoring, protecting, and preserving the natural environment."

The code requires a permit for removal of any tree 8 inches or greater in diameter at breast height. The property owner hired a company in 2024 that produced two letters stating trees were diseased and removed them without a permit - one 25-inch water oak and one 9-inch hickory. Genest explained: "When we looked at the letters that were provided by the tree company, we did find that it did not meet the state statute exempting it from a permit. Additionally, we did reach out to the arborist named on the report, and he did confirm with staff that he did not write the letter."

Because regulated trees removed in violation require double mitigation, the 25-inch water oak requires 59 inches of mitigation and the 9-inch hickory requires 9 inches, totaling 68 inches or $10,200. The applicant is requesting to reduce this to the standard ratio of 29.5 inches or $4,425.

Jeff Haynie asked about the timeline and process. Genest confirmed staff was on the property the day trees were being removed after likely receiving a neighbor complaint about an out-of-town tree service.
Another member asked: "Do you know when that letter was produced, this RP Arbor reports that were found to be fraudulent?" Genest indicated it was produced within the same week of removal, with dates around March 29, 2024.

Applicant representative Stella, who owns a pool company hired by the Coles to build a pool, explained Mrs. Cole couldn't attend with her three young children and Mr. Cole is a pilot out of town. She stated: "They assumed that their arborist letter was accepted." She noted the original issue came back to light when filing for permits to remove trees for the pool project.

Stella emphasized: "The Coles were not trying to pull a fast one. Someone came out and gave them an arborist letter and told them that if you had an arborist letter, a permit wasn't required." She described the tree company as fraudulent, noting they "totally disappeared" when the Coles tried to contact them. With the pool project requiring removal of 8 cabbage palms, the total mitigation would be $21,000. She argued: "To plant more trees on their yard is a little bit of the hardship because if you notice the picture of their yard, they have 62 trees on their property."

Board discussion focused on the limited grounds for granting tree variances. One member stated: "None of the criteria meet. They want to get their money back. They need to go talk to the politicians."

Jeff Haynie expressed sympathy but noted: "I don't think there are grounds to grant this. I also think this is not the result that the commission intended or that the code, you know, is there for. I don't think it's the goal to punish somebody like this." He wished the commission would consider adding broader variance grounds, noting these grounds "are very, very limited and are not gonna apply to people like this and probably

others."

Ellen Golombek suggested: "I would recommend the applicant withdraw the application and go back and resolve some of these outstanding issues."

Chair Hansen offered a different perspective: "These people aren't trying to get out of paying any mitigation. They're prepared to pay the mitigation for the trees… somebody did them wrong… When somebody comes up from South Daytona and starts preying on our citizens here, I wanna protect them."

MOTION: To **deny ZVAR 25-0017** as there are no criteria met.

Motion: ***Harold Gear***
Second: ***Jeff Haynie***

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

Motion passed 5 to 2.

D. Stormwater Text Amendment Change
ORDINANCE NO. 90-25-257: An Ordinance of the City of Atlantic Beach, County of Duval, State of Florida, Hereby amending the Land Development Regulations as adopted by Ordinance Number 90-24-253, including all amendments thereto; this ordinance specifically amending Section 24-89, Stormwater, Drainage, Storage and Treatment requirements, providing recordation and providing an effective date.

Director Amanda Askew presented proposed changes to stormwater regulations. She explained the Community Development Board had previously recommended different language, but the Commission felt removing on-site stormwater requirements entirely before the stormwater study was completed was premature. The proposed compromise would delete the 400 square foot trigger and add a trigger for anything over 35% impervious requiring on-site stormwater for the difference between 35% and 45%.
Askew noted a potential issue: "If you come in and you have you're wanting to add a shed and the shed is a hundred square feet, you technically would have to have storm water requirements for that hundred square feet."

Board discussion was critical of the proposed language. Richard Arthur asked about the level 3 alteration definition, concerned it could trigger stormwater requirements for interior renovations. One member worried: "If you put in new flooring in the house,

would that be a hundred percent of the house?"

Jeff Haynie stated: "I mean, I would say 3 times this board has recommended removal of the entire ordinance and, you know, 2 from this board and 1 from a completely different board makeup." He noted staff wanted to keep requirements while acknowledging the 35% came from "legend and folklore" of original city maximums. He emphasized: "You know, as the planner set out here, we're the only city, which I think there's 7 out of 411 that have this for residential."

Chair Hansen expressed frustration: "Do we have to say this at all? We've got 45 percent impervious surface ratio. As long as we're 45 percent, why don't we just get on with life?" He added: "All we're doing is making it more difficult and saying, if you wanna add on, we're not even gonna let you have 45 percent. We're not even gonna let you have 35 percent. It's like, come on. That's just silly."

Jeff Haynie warned: "I'm afraid it's becoming kind of a Frankenstein if we just keep on adding." Another member agreed: "Basically, you've got a trigger at 35 now where before you could have been at 35. And you added 400, and it put it into 40. But now all of a sudden, with this one, it's making it more over."

MOTION: To recommend to the City Commission that they remove Section (c)1 in its entirety.

Motion: Harold Gear
Second: Jeff Haynie

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

Motion passed 5 to 2.

E. Shared Parking Text Amendment Change

ORDINANCE NO. 90-25-258: An Ordinance of the City of Atlantic Beach, County of Duval, State of Florida, Hereby amending the Land Development Regulations as adopted by Ordinance Number 90-24-253, including all amendments thereto; this ordinance specifically amending Section 24-161, Off-street Parking and Loading, providing recordation and providing an effective date.

Director Amanda Askew presented proposed language to allow on-site shared parking, noting this arose from the 42 East Coast variance request. The proposed text would establish procedures for on-site shared parking when two or more uses on the same

parcel would utilize spaces at different times.

Chair Hansen questioned why not simply add "on-site" to the existing off-site shared parking provisions. Discussion revealed the off-site provisions were minimal - just stating parking may be permitted on property other than where the use is located.

Board members debated whether to combine on-site and off-site provisions. Richard noted the language refers to "the same parcel" which wouldn't work for off-site. The attorney explained: "The whole purpose of this language is to allow for on-site shared parking, and this is what this accomplishes."

One member expressed concern about the provision that businesses must stop operating if shared parking is lost, asking "What about a 30 day grace period?" Askew suggested most agreements would have termination clauses built in.

Another member worried: "This says that they could also use those spaces. Am I reading that incorrectly?" regarding multiple businesses sharing the same spaces. She suggested limiting on-site shared parking to just two businesses rather than multiple.

Director Askew warned: "Staff has grave concerns, and that would be tracking this over time. And as businesses ebb and flow, I mean, it would be difficult to track." She noted it would be challenging to monitor when businesses change or new tenants arrive.

After extensive debate about enforcement challenges and potential for abuse, one member stated: "As much as I hate to have resources wasted, which I think our resources are wasted when you have an opportunity for temporally sharing things, I see the Pandora's box of trying to manage this."

MOTION: To recommend adoption of the suggested language for Section 24-161(g)(3) as presented.

Motion: ***Jeff Haynie***
Second: ***Richard Arthur***

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

Motion passed 6 to 1.

5. REPORTS

A. Backyard Hen Discussion

Director Amanda Askew explained that Commissioner Ring asked the city manager to look at potentially allowing backyard hens on duplexes and townhomes. Currently, code only allows them on single-family homes. Research showed most municipalities require single-family homes and/or minimum lot sizes.

When asked about current permits, Director Askew confirmed there are 5 permits for hens in the city. There is no lot size minimum currently, though other cities like Neptune Beach and Jacksonville Beach require 5,000 square feet minimum.

Richard Arthur disclosed he has permit number 3. Board consensus was to keep regulations as-is. One member stated: "I don't think multifamily dwellings or duplexes or townhomes, that's infringing on… There's no setbacks with those homes." Another agreed about West Atlantic Beach having "small lots, duplexes."

The board reached consensus to report back to the City Commission that they don't think the regulations should be extended to townhouses and that the code should remain as is, restricting hens to single-family homes, due to concerns about space limitations and potential conflicts with neighbors on smaller lots and in multi-family settings.

6. PUBLIC COMMENT

Their was no public comment.

7. ADJOURNMENT

There being no further discussion, Chair Hansen declared the meeting adjourned at 7:53 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair