City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, October 13, 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 Regular Commission Meeting held on September 22, 2025. 7 - 23
9-22-25 Regular Commission Meeting Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Oct. - Dec. 2025) 25 - 28
90-Day Calendar (Oct. - Dec. 2025)

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

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. 25-79. 29 - 40
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AUTHORIZING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE JACKSONVILLE SHERIFFS OFFICE, NEPTUNE BEACH POLICE DEPARTMENT, AND JACKSONVILLE BEACH POLICE DEPARTMENT; PERMITTING OFFICERS TO PROVIDE LAW ENFORCEMENT SERVICE AND OPERATIONAL ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL BOUNDRIES; AUTHORIZING THE MAYOR, CITY MANAGER, AND CHIEF OF POLICE

TO EXECUTE THIS AGREEMENT TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-79

6.B. Approve Resolution No. 25-84. 41 - 50
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ATLANTIC BEACH POLICE DEPARTMENT AND PANAMA CITY POLICE DEPARTMENT RELATED TO TRAFFIC AND CRIMINAL SOFTWARE SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN THE MEMORANDUM OF UNDERSTANDNING IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-84

7. COMMITTEE REPORTS

7.A. Arts, Recreation, and Culture Committee (ARCC) Report

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 25-67** 51 - 69
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT BLOWER AT THE WASTEWATER TREATMENT PLANT; 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. 25-67

8.B. **RESOLUTION NO. 25-80** 71 - 78
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A $313,922.32 CHANGE ORDER WITH ACON CONSTRUCTION CO. FOR THE COMPLETION OF RENOVATIONS TO MARSH OAKS COMMUNITY CENTER; 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. 25-80

* 8.C. **RESOLUTION NO. 25-81** 79 - 82
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WATER TREATMENT PLANT #2 UPGRADES; 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. 25-81

* 8.D. **RESOLUTION NO. 25-82** 83 - 87
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WASTEWATER TREATMENT PLANT CHLORINATION & DECHLORINATION SYSTEM IMPROVEMENTS; 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. 25-82

8.E. **RESOLUTION NO. 25-83** 89 - 91
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE $65,000 IN FISCAL YEAR 2025-26 GRANT FUNDING FOR ARTISTIC, RECREATIONAL AND CULTURAL PROGRAMS, EVENTS AND PROJECTS UTILIZING FUNDS BUDGETED IN ACCOUNT NO. 001-6010-572-82-00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDER(S) IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-83

9. ACTION ON ORDINANCES

* 9.A. **ORDINANCE NO. 90-25-257, Public Hearing and Final Reading** 93 - 102
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.B. **ORDINANCE NO. 90-25-258, Public Hearing and Final Reading** 103 - 116
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

* 9.C. **ORDINANCE NO. 95-25-127, Introduction and First Reading** 117 - 125
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE

OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 95-25-127

10. MISCELLANEOUS BUSINESS

10.A. **Public Hearing - APP25-0006 - Appeal of a decision of the Community Development Board (CDB) for variance ZVAR25-0013 at 345 10th Street**
Request for a variance to build an addition above a legal non-conforming portion of the single-family home in the eastern side yard of the property.

10.A1. City Attorney Procedural Reminders

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

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

10.A4. City Staff Overview 127 - 153
APP25-0006

10.A5. Applicant Presentation

10.A6. Public Comments

10.A7. Closing Comments/Rebuttal

10.A8. Commission Deliberation and Action

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, visit www.coab.us/live.

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

Any person wishing to speak to the City Commission on any matter at this meeting should

submit a request to the City Clerk prior to the meeting. For your convenience, forms for this purpose are available at the entrance to the Commission Chamber.

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

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

MINUTES
Regular City Commission Meeting
Monday, September 22, 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. CC Bartle called the roll.

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 (At Large)
	Bruce Bole, Commissioner - Seat 2 (District 1308) – via Zoom
	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)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Kevin Hogencamp, Deputy City Manager (DCM)
	Ladayija Nichols, Deputy City Clerk (DCC)
	Troy Stephens, Utilities Director (UD)
	Amanda Askew, Neighborhoods Department Dir. (NDD)
	Rick Carper, Interim Public Works Director (PWD)

VIRTUAL PARTICIPATION VIA ZOOM.

Request for approval to allow Commissioner Bole to participate virtually, via Zoom.

MOTION: Include Commissioner Bole via Zoom on this Commission Meeting.

Motion: Candace Kelly
Second: Jessica Ring

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

Motion passed 4 to 0.

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1 APPROVAL OF MINUTES

1A. Approve minutes of the Budget Workshop held on September 3, 2025.

The Commission approved the minutes as submitted.

1B. Approve minutes of the Regular Commission Meeting held on September 8, 2025.

Commissioner Ring requested that the minutes be amended to include her comments during the first reading of the tentative millage rate.

MOTION: Amend the minutes from September 8, 2025 which would include discussion with Commissioner Ring bringing up possible rollback discussion under 9A.

Motion: Jessica Ring
Second: Thomas Grant

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

Motion passed 5 to 0.

Mayor Ford noted that Item 1B was approved.

2. COURTESY OF FLOOR TO VISITORS

National Service Dog Month Proclamation

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

9-22-25 Attachment A

PUBLIC COMMENT

The following speakers provided their comments:

Rebecca Janson
Michelle Foryciarz
Dabni McCreary
Stephanie Trefry
Marlena Vincent
Melissa Balaguer
Mitch Reeves
Stephanie Glavin

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Andrew Crane
Sarah Boren
Michael Mangani
Brinkley Harrell

3. CITY MANAGER REPORTS

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

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

Additional Updates

- UD Stephens provided an update on ongoing improvements to the wastewater treatment facility. He noted that progress is being made, work is ongoing, which includes plans to enclose the influent screens. CM Killingsworth added that a proposal is expected from an engineering consultant to outline a range of potential improvements. Discussion ensued and UD Stephens and CM Killingsworth answered questions. **Mayor Ford** requested more detailed information about options and pricing at the next meeting, with the goal of achieving zero tolerance for odor. He also asked for continued website updates regarding the progress.
- CM Killingsworth spoke about combining awards night with the board member recognition event. There was a ***CONSENSUS*** to move the annual board member recognition and awards night from fall to spring moving forward.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Thanked the Commission for allowing him to participate remotely, noting it was only the second meeting he has missed in five years. He also thanked CM, CA, and CC for helping with the research to make it possible, noting the importance of the budget.

Commissioner Grant

- Reported attending the ABAA Little League opening ceremonies alongside the Mayor.

Commissioner Kelly

- Announced the upcoming Fallen Heroes Monument dedication at Veterans Park on October 11, 2025 at 9 AM.

Commissioner Ring

- Reported on attending the well-attended Fall Festival
- Thanked the Fletcher Band parents and Mayport Middle School representatives for sharing their thoughts. She inquired about the grant matching for schools and how the $20,000 allocated for schools would be distributed. **Mayor Ford** requested to have a workshop on October 27, 2025 at 5 PM to have each presenter present and then be prepared to vote on how money will be allocated, during the regular meeting.

Mayor Ford

- Reported that Neptune Beach Mayor Byland had committed to matching Atlantic Beach's $5,000 contribution for the Fletcher Band, and Jacksonville Beach council members would be considering a similar contribution.

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- Expressed concern about the dangerous intersection at East Coast and Ahern Street. CM Killingsworth mentioned that he would have the Police Chief and Public Works Director see what can be done.
- Remarked on the impressive Fallen Heroes Monument recently installed at Veterans Park.

(Commissioner Grant left the room at 7:10 p.m.)

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS
None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 25-73 (Note: Scrivener's error, proper Resolution No. is 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.

MOTION: Adopt the consent agenda as listed (Resolution No. 25-76).

Motion: Candace Kelly
Second: Jessica Ring

(Commissioner Grant was absent from his seat during this vote.)

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

Motion passed 4 to 0.

7. COMMITTEE REPORTS
None.

8. ACTION ON RESOLUTIONS
(Commissioner Grant returned at 7:13 p.m.)

8.A. RESOLUTION NO. 25-77

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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.

MOTION: Approve Resolution No. 25-77.

Motion: Jessica Ring
Second: Candace Kelly

There was a brief discussion about deadly weapons protection, terrorism, drone damage, and workers' compensation.

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

Motion passed 5 to 0.

8.B. 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.

MOTION: Approve Resolution No. 25-78 as read.

Motion: Candace Kelly
Second: Jessica Ring

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

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Motion passed 5 to 0.

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

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.

The public hearing was opened.

Mayor Ford stated here at the City of Atlantic Beach the Rolled–Back Rate is 2.6312. The millage rate to be levied is 2.8140. The millage rate to be levied is 7.97% more than the rolled-back rate and is a percentage increase in property taxes per Section 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.

The following speakers provided their comments:

Brinkley Harrell
Sarah Boren

The public hearing was closed.

9-22-25 Attachment B

MOTION: Approve Resolution No. 25-75 for the millage rate as presented (at 2.8410).

Motion: Jessica Ring
Second: Candace Kelly

Commissioner Ring shared that she had been reflecting on the rolled-back rate and wanted to begin this conversation two weeks prior. She spoke about the new staff positions, the proposed commission pay increases under consideration, and rising property values. She reported having reviewed the list of commission-approved enhancements from the previous meeting and was unable to identify any she would recommend cutting if the rolled-back rate were pursued. She noted the ongoing negotiations regarding fire services and suggested that depending on the outcome, the rolled-back rate could be revisited next year.

Commissioner Bole emphasized the importance of investment in infrastructure, citing a neighboring city currently seeking assistance with water pressure for fire protection as a cautionary example of the long-term impacts of underinvesting in infrastructure. He noted

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ongoing projects and upgrades to the wastewater treatment plant and expressed support for maintaining the current millage rate, acknowledging the Commission's thorough review process and resident feedback.

Commissioner Kelly emphasized that the proposed budget was the result of a thorough and deliberate process. She pointed out that rising costs necessitate additional funding, even just to maintain current service levels. She expressed agreement with the importance of infrastructure investment, reminded the Commission that the City recently purchased an entire building to support expanded programming and adding a building technician aligns with that expansion and reflects community demand. She reported she could not identify any specific cuts she would make in order to achieve the rolled-back rate.

Commissioner Grant expressed agreement on comments made by fellow commissioners in terms of things that need to be done. He noted that initial consideration of a rolled-back millage rate stemmed from the anticipated $750,000 from the interlocal agreement, which, although not yet received, is expected in the near future. He clarified that utility reserves, which are separate from the General Fund, continue to grow and are available for infrastructure needs. He addressed the misconception that Atlantic Beach residents pay the lowest taxes, noting that despite having a low millage rate, the City has one of the highest median assessed property values. While supporting current expenditures, he urged more caution in future budgeting and recommended reining in the millage rate.

Mayor Ford acknowledged the merits of both sides of the millage rate discussion, recalling that he previously supported a rollback during a period of strong revenue growth. While he supports tax relief when justified, he also recognized the reality of rising costs and necessary expenditures. He thanked Commissioner Grant for clarifying that utility-related projects are funded through enterprise funds and not the General Fund. He noted that holding this millage rate requires a supermajority (four votes) to pass. He stated he would vote **"nay"** on the motion but may support a reduction to a rate other than the full rollback.

A roll call vote was taken beginning with Commissioner Grant.

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

Motion Failed 3 to 2.

CA Gabriel and CM Killingworth advised on next steps and options and answered questions from the Commission. During discussion on millage rate options, CM Killingsworth presented a spreadsheet showing recommended cuts for two alternate millage rate scenarios (which is attached hereto and made part of this Official Record as **Attachment B**).

MOTION: Approve Resolution No. 25-75 using the millage rate of 2.7499.

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Motion: Jessica Ring
Second: Thomas Grant

Commissioner Bole reflected on the budget discussions over the summer, including Plaza, and mentioned lighting projects, at Beaches Town Center, being put off for at least five (5) years. He indicated he supports most of the projects outlined by staff and emphasized his position in favor of holding the rate this year.

CA Killingsworth addressed questions from Commissioner Grant about the use of revenue from parking meters and confirmed that the millage rate being considered would keep the new lighting in the budget.

The public hearing was opened.

Mayor Ford stated here at the City of Atlantic Beach the Roll–Back Rate is 2.6312. The millage rate to be levied in this motion is 2.7499. The millage rate to be levied is 4.51% more than the rolled-back rate and is a percentage increase in property taxes per Section 200.065(2)(c) Florida Statutes. The purpose for adopting the millage rate of 2.7499 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.

There were no public comments. The public hearing was closed.

Commissioner Kelly expressed concerns about potential increased costs due to delaying projects.

Mayor Ford noted that the City Commission has the power to amend the budget at any point during the year. While he acknowledged that this should not be the standard approach, he emphasized that the Commission can revisit and revise the budget if necessary.

A roll call vote was taken beginning with Commissioner Kelly.

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

Motion passed 3 to 2.

9. ACTION ON ORDINANCES

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

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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.

The public hearing was opened.

The following speakers provided their comments:

An Oskarsson
Brinkley Harrell

The public hearing was closed.

MOTION: (Approve) Amend Ordinance No. 20-25-180, an operating budget of $57,616,034, with budget deletions as recommended by the City Manager.

Motion: Candace Kelly
Second: Thomas Grant

A roll call vote was taken beginning with Commissioner Ring.

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

Motion passed 5 to 0.

9.B. ORDINANCE NO. 5-25-72, Public Hearing and Final 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.

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

MOTION: Adopt Ordinance No. 5-25-72.

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Motion: ***Thomas Grant***
Second: ***Candace Kelly***

Commissioner Ring spoke about waiting until next October so that at least two of the five Commissioners would not benefit from the increases. She offered a friendly amendment to defer the implementation of the pay increase until next October, suggesting that it could help restore some of the funds needed for enhancements that were cut.

Commissioner Grant, as the maker of the original motion, spoke against the proposed friendly amendment, noting the small financial impact of the pay increase and the commissioner's staggering terms.

Commissioner Bole expressed that this is long overdue and that he had first raised the issue five years ago. He emphasized the importance of encouraging more people to run for office, noting that although the increase may not seem substantial, it could make a meaningful difference for individuals—helping to cover costs like transportation or childcare. He added that they could choose to donate the additional funds if they wish.

MOTION: Amend the Ordinance to have an effective date of October 1, 2026 and look into utilizing the pay raise to cover some of the enhancements that were just lost.

Motion: ***Jessica Ring***

Motion failed due to lack of a second.

Commissioner Ring confirmed with CC Bartle that her proposed amendment would be included in the minutes.

MOTION: Adopt Ordinance No. 5-25-72. (Restated for the vote)

Motion: ***Thomas Grant***
Second: ***Candace Kelly***

A roll call vote was taken beginning with Commissioner Bole.

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

Motion passed 4 to 1.

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9.C. ORDINANCE NO. 90-25-257, Public Hearing and First Reading
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.

NDD Askew and PWD Carper reported and answered questions from the Commission.

The public hearing was opened.

The following speaker provided their comments:

Brinkley Harrell

The public hearing was closed.

MOTION: Approve Ordinance No. 90-25-257.

Motion: Jessica Ring
Second: Thomas Grant

Commissioner Ring indicated she may want to amend the ordinance. She requested clarification on level 3 alterations and on CDB's recommendations and discussions.

MOTION: Amend Ordinance No. 90-25-257 to completely remove Section 24-89(c).

Motion: Jessica Ring
Second: Thomas Grant

Discussion ensued and further clarifications were made about the triggers for on-site retention requirements.

(During discussion, the meeting recessed at 8:38 PM and reconvened at 8:45 PM.)

A roll call vote was taken beginning with Commissioner Grant.

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

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Motion passed 3 to 2.

MOTION: Approve Ordinance No. 90-25-257 as amended (on first reading).

Motion: Jessica Ring
Second: Thomas Grant

A roll call vote was taken beginning with Commissioner Kelly.

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

Motion passed 3 to 2.

9.D. ORDINANCE NO. 90-25-258, Public Hearing and First Reading
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.

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

MOTION: Approve Ordinance No. 90-25-258 (on first reading).

Motion: Jessica Ring
Second: Thomas Grant

CM Killingsworth answered questions.

A roll call vote was taken beginning with Commissioner Ring.

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

DRAFT

Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

None.

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Cheered on the Jacksonville Jaguars.
- Shared a tip on microphone awareness.

Commissioner Ring

- Reminded everyone about the Donner Park playground enhancement meeting on Thursday, September 25, 2025 at 2:00 PM. and the survey.

13. ADJOURNMENT

The meeting adjourned at 9:08 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved: _____

DRAFT

Attachment A to
9-22-25 Minutes

Proclamation of the City of Atlantic Beach

in Recognition of

National Service Dog Month

WHEREAS, service dogs are highly trained to assist individuals with a wide range of disabilities, including but not limited to, visual impairments, hearing loss, mobility challenges, and psychiatric conditions; and

WHEREAS, these remarkable animals perform a variety of tasks that enable their human partners to live more independent and fulfilling lives, such as guiding the visually impaired, alerting the hearing impaired, retrieving items for those with mobility issues, and providing vital support to veterans and others with PTSD; and

WHEREAS, the training of a service dog is a long and rigorous process, requiring dedication from trainers, organizations, and the dogs themselves; and

WHEREAS, the City of Atlantic Beach recognizes the profound impact that service dogs have on the lives of their handlers, enhancing their safety, independence, and quality of life; and

WHEREAS, it is essential to raise public awareness about the roles and rights of service dogs and their handlers, and to foster an environment of respect and understanding within our community; and

WHEREAS, the City of Atlantic Beach is committed to ensuring accessibility for all residents and visitors, including those who rely on the assistance of service dogs.

NOW, THEREFORE, I, Curtis Ford, Mayor of the City of Atlantic Beach, Florida, do hereby proclaim September as **National Service Dog Month** in the City of Atlantic Beach and call upon all residents to acknowledge and celebrate the invaluable contributions of service dogs and their handlers. Let us take this opportunity to honor these extraordinary animals and the organizations that train them, and to commit to ensuring a welcoming and accessible community for all.



IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 22nd day of September 2025.

Curtis Ford, Mayor

Attachment B to 9-22-25 Minutes

Description	Amount	Selected Items	CM Majority Vote Rate Recs Selected Items	CM Rolled-Back Rate Recs Selected Items
		$47,550	$302,550	$655,550
		$1,852,450	$1,597,450	$1,244,450
Dog Park Upgrades	$10,000	$10,000	$10,000	$10,000
Donner Park Baseball Field Upgrades LED Lighting Conversion	$35,000	$35,000	$35,000	$35,000
Arborist	$74,250	$74,250	$74,250	$74,250
Boy Scouts	$5,000	$5,000	$5,000	$5,000
Marsh Oaks Community Center	$325,000	$325,000	$325,000	$325,000
Building Maintenance Technician	$65,200	$65,200	$65,200	$65,200
Veterans' Park Pavilion	$50,000	$50,000	$50,000	$50,000
Plaza Drive Reconstruction - Sailfish W. To Nautical Blvd.	$250,000	$250,000		
Tideviews Boardwalk Refurbishment	$100,000	$100,000	$100,000	$100,000
Gail Baker Center Decking Repairs	$60,000	$60,000	$60,000	$60,000
Adele Grage Roof Replacement	$50,000	$50,000	$50,000	$50,000
Outside Air Unit Replacement	$120,000	$120,000	$120,000	$120,000
America 250 Celebration	$20,000	$20,000	$20,000	$20,000
Dutton Island Dead Tree Removal	$20,000	$20,000	$20,000	
Russell Park Concession Stand Windows	$10,000	$10,000	$10,000	$10,000
Beach Access And Preserve Walkway Repairs Maintenance	$10,000	$10,000	$10,000	$10,000
Replace Bull Park Cabana With Parking	$60,000	$60,000	$60,000	
Tideviews Park ADA Access To Sunset Pier	$15,000			
Towncenter Street Light Replacement	$100,000	$100,000	$100,000	
Ditch Maintenance	$25,000	$50,000	$50,000	
Tennis and Basketball Resurfacing	$100,000	$100,000	$100,000	
New Walkovers - Locations TBD	$140,000			
Replace 6 Bay Barn With Metal 6-Bay Building	$300,000	$300,000	$300,000	$300,000
Speed Display Trailer	$12,500			
Dutton Island Park Replace/Rehab Causeway Bridge Sheetpiling	$900,000			
Donner Park Path and Dudley Entrance Upgrade	$115,000			
Aquatic Dog Park - Bulkhead In Pond	$90,000			
Public Works Garage Shed Shop 22x30	$35,000			
Thermoplastic Crosswalk Throughout City	$25,000			
New A/C Units - Locations TBD	$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			
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	
Jordan Park Parallel Parking	$60,000			
Jordan Roof Replacement	$65,000			
Scorpion II Trailer Attenuator	$50,000			
Ice Machine	$5,000	$0		
Russell Park Baseball Maintenance	$25,000			
Baseball Light Repairs - Jack Russell	$65,000			
Ashby Park Upgrade Play Equipment	$45,000			
Johansen Park Refurbish Memorial Planter	$11,000			
Veterans' Park Bike Racks	$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
Sod Aquatic Dog Park Maintenance	$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	
Fairway Villas Sign and Entrance Feature	$3,000	$3,000	$3,000	
Johansen Park Other Signage	$10,000			
Fletcher Band	$5,000	$5,000		
Johansen Park Educational Signage For Trees	$8,000			
	$3,892,950	**$1,852,450**	**$1,597,450**	**$1,244,450**
		$47,550	**$302,550**	**$655,550**

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: October 1, 2025

MEETING DATE: October 13, 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 October 2025-December 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (October 2025-December 2025)

REVIEWED BY CITY MANAGER: 

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 Environmental Tree Sub Cmte. 6 pm	8 Environmental Stewardship Cmte. 6 pm	9	10	11 Fallen Heroes Monument Dedication 9am
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 Budget Workshop 5 pm City Commission 6:00 pm (Invoc-Ring)	28	29	30 Board Member Review Committee 6 pm	31 ABPD Not-So-Spooky Haunted House 5-7 pm	

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 (Johansen Park) Sunset
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)	24 City Commission 6:00 pm (Invoc-Bole)	25	26	27 City Offices Closed Thanksgiving Holiday	28 City Offices Closed Thanksgiving Holiday	29
30 Farmers Market 10 am-2 pm (Russell Park)						

CITY COMMISSION

December 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4 Environmental Speaker Series 6 pm Artisans' Faire (Adele Grage) 4-8pm	5	6 Holiday Celebration & Tree Lighting (Beaches Town Center)
7 Farmers Market 10 am-2 pm (Russell Park)	8 City Commission 6:00 pm (Invoc-Grant)	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) Songwriters Concert 6 pm (Gulliford Hall)	15	16 Community Development Board 6 pm	17 Environmental Stewardship Cmte. 6 pm	18	19	20
21 Farmers Market 10 am-2 pm (Russell Park)	22	23	24 Christmas Eve Holiday City Offices Closed	25 Christmas Day Holiday City Offices Closed	26	27
28 Farmers Market 10 am-2 pm (Russell Park)	29	30				

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 25-79 authorizing the Police Department to enter into a Mutual Aid Agreement with neighboring jurisdictions.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: September 25, 2025

MEETING DATE: October 13, 2025

BACKGROUND: The Atlantic Beach Police Department has historically engaged in Mutual Aid Agreements with the Jacksonville Sheriff's Office, Neptune Beach Police Department and Jacksonville Beach Police Department. The purpose of this agreement is to establish the authority and responsibilities of police officers who may be called upon to perform law enforcement services while in neighboring jurisdictions. This agreement contains no substantive changes to the operational requirements in the previous agreement, which expired in July 2025

The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, enables law enforcement agencies to enter into mutual aid agreements for law enforcement services that address natural or manmade disasters or emergencies as defined in Chapter 252, Part I, Florida Statutes. The Mutual Aid Act also permits voluntary cooperation and assistance regarding routine law enforcement operations across jurisdictional boundaries, and addresses aid related to law enforcement operations during emergencies and specified special events.

Officers occasionally investigate crimes within their jurisdictions; however, investigations sometimes take them into other jurisdictions. Officers also work collaboratively on joint investigations. This agreement provides authority for the officers of participating agencies to continue these investigations while in another jurisdiction participating in this agreement.

Also, when traveling outside of their respective jurisdictions, officers occasionally observe violations of law which need to be addressed. This agreement gives authority to officers from the participating entities, the authority to enforce traffic, misdemeanor, and felony laws while in the other jurisdictions that are part of this agreement.

RECOMMENDATION: Adopt Resolution No. 25-79

BUDGET: N/A

ATTACHMENTS: 1. Resolution No. 25-79
2. Mutual Aid Agreement

CITY MANAGER: 

RESOLUTION NO. 25-79

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AUTHORIZING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE JACKSONVILLE SHERIFFS OFFICE, NEPTUNE BEACH POLICE DEPARTMENT, AND JACKSONVILLE BEACH POLICE DEPARTMENT; PERMITTING OFFICERS TO PROVIDE LAW ENFORCEMENT SERVICE AND OPERATIONAL ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL BOUNDRIES; AUTHORIZING THE MAYOR, CITY MANAGER, AND CHIEF OF POLICE TO EXECUTE THIS AGREEMENT TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Sheriff's Office and the Neptune Beach, Jacksonville Beach, and Atlantic Beach Police Departments have mutually agreed to share personnel and resources upon request, citing a clear public safety benefit and operational necessity; and

WHEREAS, local law enforcement may provide assistance under the Mutual Aid Act, Chapter 23, Part 1, Florida Statutes and Section 1006.12(2)(c), Florida Statutes; and

WHEREAS, the Police Chief, City Attorney and City Manager have reviewed the proposed Voluntary Cooperation and Operational Assistance Law Enforcement Mutual Aid Agreement and find it acceptable; and

WHEREAS, officers must enter, travel through, and investigate crimes in neighboring municipalities to effectively prosecute criminals;

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

SECTION 1. The City Commission hereby approves the Voluntary Cooperation and Operational Assistance Law Enforcement Mutual Aid Agreement ("Mutual Aid Agreement") as set forth in Exhibit A, attached hereto and made a part hereof.

SECTION 2. The Mayor, City Manager, and Police Chief are hereby authorized to execute the attached Mutual Aid Agreement and such other documents as may be necessary to effectuate the purpose of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this ____ day of _____, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

VOLUNTARY LAW ENFORCEMENT COOPERATION AND OPERATIONAL ASSISTANCE

MUTUAL AID AGREEMENT

WITNESSETH

This Voluntary Law Enforcement Cooperation and Operational Assistance, Mutual Aid Agreement, is entered into by the Jacksonville Sheriff's Office, the Atlantic Beach Police Department, the Jacksonville Beach Police Department and the Neptune Beach Police Department, all of which are law enforcement agencies within Duval County, Florida, to address voluntary cooperation and assistance concerning law enforcement operations.

Whereas, the referenced law enforcement agencies jurisdictions are located in relation to each other and it is to the advantage of the community and the law enforcement agencies to provide and receive mutual aid by providing law enforcement services to adequately respond to:

(1) Continuing, multi-jurisdictional criminal activity, to protect the public peace and safety, and preserve the lives and property of citizens; and

(2) Address natural or manmade disasters or emergencies as defined in Chapter 252, part I, Florida Statutes; and

Whereas, the Jacksonville Sheriff's Office, the Atlantic Beach Police Department, the Jacksonville Beach Police Department and the Neptune Beach Police Department have the authority, pursuant to the Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement services which:

(1) Permits voluntary cooperation and assistance with regard to routine law enforcement operations across jurisdictional boundaries; and,

(2) Addresses providing assistance relating to law enforcement operations in an emergency.

Whereas, the Jacksonville Sheriff's Office and the undersigned law enforcement agencies recognize that there is a need for the safety of the community for law enforcement officers to respond to those who commit violations of the law that are committed in the officers' presence and those who commit offenses within their respective jurisdictions but are located in another jurisdiction within Duval County; and

Whereas, the Jacksonville Sheriffs Office and the undersigned law enforcement agencies recognize that there is a need for a continuing multi-jurisdictional response to persons who commit traffic infractions who are operating motor vehicles in violation of the traffic laws on the streets, roads or other traveled ways, including the right-of-way thereof, that are adjacent to, or

Exhibit A

from, the boundary between municipalities or between a municipality and the Consolidated City of Jacksonville.

Now, therefore, the parties agree as follows:

The Jacksonville Sheriffs Office ("the JSO"), the Atlantic Beach Police Department ("the ABPD") the Jacksonville Beach Police Department ("the JBPD") and the Neptune Beach Police Department ("the NBPD") are law enforcement agencies pursuant to Section 943.10, Florida Statutes.

The referenced law enforcement agencies will individually be referenced to as "the party" or "the agency" and collectively be referred to as "the parties" or "agencies".

The "Voluntary Law Enforcement Cooperation and Operational Assistance, Mutual Aid Agreement", will be referred to as the "Agreement."

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

The parties enter into the Agreement whereby the respective agencies may provide and request law enforcement assistance to or from an agency that is a party to the Agreement, for routine law enforcement services, to address a violation of Florida Statutes. The agencies may provide back-up law enforcement services during patrol activities and participate in inter-agency task forces and/or joint investigations.

Further, the respective agencies may request and provide law enforcement assistance to an agency that is a party to the Agreement to include, but not limited to, law enforcement incidents requiring utilization of specialized units and participate in inter-agency task forces and/or joint investigations, escapes from detention facilities, addressing civil disturbances, law enforcement emergencies, protest demonstrations, aircraft disasters, fire, weather-related incidents, sporting events, concerts, and parades.

The Agreement is intended to address critical, life-threatening, public safety circumstances, to prevent bodily injury to citizens, or to assist with the apprehension of criminals whom the law enforcement officer encounters when immediate law enforcement intervention is appropriate and necessary.

The Agreements is not to be interpreted or construed in any way to permit any agency to transfer or assume the law enforcement services provided by the other agency that is a party to the Agreement.

Exhibit A

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The parties enter into this Agreement whereby the respective agencies may provide law enforcement assistance to another agency, who is a party to the Agreement, to address a violation of Florida Statutes, pursuant to the following conditions:

A. When an officer, with agency identification, in an assigned police agency motor vehicle and is clearly identifiable as a police officer, observes, in his or her presence, a violation of Florida Statutes, the officer is authorized to take law enforcement action when travelling outside of the officer's jurisdictional boundary.

When the officer engages in law enforcement activities in response to a violation being committed in his/her presence in another jurisdiction within Duval County, the officer shall immediately inform the agency in the jurisdiction in which the officer has engaged in law enforcement activities. For officer safety, such notification shall be via the jurisdictional agency's zone or primary radio frequency. The officer shall notify his/her agency of any law enforcement action taken outside of his/her jurisdictional boundaries.

The officer providing law enforcement services, with exception of civil traffic violations, shall request an officer from the agency with jurisdiction to assist and/or complete necessary acts, including arrest reports, incident reports or issuance of a citation. The initiating officer will provide any assistance requested by the agency with jurisdiction, including but not limited to preparing report(s) and citation(s). The officer shall not have any authority to engage in providing follow-up law enforcement services outside of his/her jurisdiction when his/her activities are completed with regards to the matter.

Section II. A. is not intended to grant authority to conduct investigations, serve warrants, capiases, or subpoenas or to respond to an emergency without a request being made by the agency requesting assistance.

B. When an officer, with agency identification, in an assigned an agency motor vehicle and is clearly identifiable as a police officer shall have jurisdictional authority to take law enforcement action when the offense is committed on or about a contiguous way.

A "contiguous way" is those streets, roads, or other travelled ways, including the rights of way, that are adjacent to or transform the boundary between municipalities or between the municipality and the consolidated City of Jacksonville.

For the respective agencies, concurrent law enforcement authority shall exist for the enforcement of the Florida Statutes on a contiguous way or the rights of way.

Exhibit A

Section II. B. does not authorize officers of the ABPD, the JBPD, or the NBPD to conduct or operate radar or other traffic deployments outside their respective jurisdiction unless operating pursuant to a multi-agency task force consisting of the parties to the Agreement and operating within the jurisdiction of one of the participating parties.

C. When an agency needs assistance, an agency, who is a party to the Agreement, may provide law enforcement services to the requesting agency, including, but not limited to, addressing law enforcement incidents requiring utilization of specialized units and inter-agency task forces and/or joint investigations, civil disturbances, law enforcement emergencies, the escape from a detention facilities, protest demonstrations, aircraft disasters, fires, weather related incidents, sporting events, concerts and parades.

When the agency needs assistance, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom the assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the circumstances and determine the agency's available resources, consult with his/her supervisors, if necessary, and respond in a manner the agency deems appropriate.

The agency head in whose jurisdiction assistance is being rendered, may determine who is authorized to provide assistance in his/her jurisdiction; the duration of the assistance is authorized, and for the purpose for which the authority is granted. The authority granted may be oral or in writing, depending on the circumstances.

D. When an officer of the ABPD, the JBPD or NBPD is investigating a felony or a misdemeanor which occurred within his/her jurisdiction and determines that there is probable cause to arrest an individual for a felony or misdemeanor, when the individual is located in another agency's jurisdiction but within Duval County, the officer shall have the same authority to arrest the individual as the officer would ordinarily have within the political jurisdiction for which he/she is employed.

All officers intending to affect a probable cause arrest or serve a warrant/capias pursuant to section II. D. shall be on-duty, dressed in his/her agency uniform with agency identification and should, when possible, request the assistance of the JSO or the agency with jurisdiction where the arrest is to take place. However, failure to request assistance shall not affect the validity or legality of any arrest made pursuant to section II, D.

If the offense is a misdemeanor, the officer may make a warrantless arrest if the officer has probable cause and the arrest is permitted by Section 901.15, Florida Statutes. Warrantless

Exhibit A

misdemeanor arrests made pursuant to Section 901.15, Florida Statutes, must be made immediately or in fresh pursuit of the subject.

SECTION III. AUTHORITY OF LAW ENFORCEMENT OFFICERS OPERATING PURSUANT TO THIS AGREEMENT

If a violation of the Florida Statutes is committed subject to the conditions referenced within section II, the officer representing his/her agency shall have the authority to take appropriate law enforcement action including, but not limited to, arrest or citation of the offender or offenders.

Officers of the ABPD, the JBPD and the NBPD, upon request by and within the jurisdiction of any other party of the Agreement, may enforce any local ordinance that may be enforced by the requesting agency.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head.

If the law enforcement service is provided by the JSO tactical unit including, but not limited to, the S.W.A.T. or Bomb Squad in response to a request by the ABPD, the JBPD, or the NBPD, the JSO officers in those tactical units shall be under the command and control of a JSO supervisor while the unit(s) are operating in Atlantic, Jacksonville or Neptune Beach.

If the JSO requests assistance of a tactical unit of the ABPD, the JBPD, or the NBPD, officers in those tactical units shall be under the command and control of a supervisor from the respective assisting agency while the unit is operating in the City of Jacksonville.

SECTION V. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Officers of the ABPD, the JBPD and the NBPD, when engaged in mutual cooperation and assistance outside of their jurisdictional boundary, but inside Duval County, pursuant to the terms of the Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the officer was performing duties inside the officer's political subdivision in which he/she is employed.

B. The parties agree to furnish necessary personnel, equipment, resources and facilities and to render services to another party to the Agreement as set forth above; provided, however, that no party shall be required to deplete its own personnel, equipment, resources, facilities, and services in furnishing such aid.

Exhibit A

C. The agency furnishing aid, pursuant to the Agreement, shall compensate its officers and appointees/employees for all cost during the time the aid is provided and shall be responsible for all costs, including but not limited to the actual travel and maintenance expenses of its officers while the officers are providing aid, including any amounts paid for compensation due to personal injury or death while the officer is engaged in providing aid.

D. An agency that furnishes equipment pursuant to the Agreement must bear the cost of the loss or damage to the equipment and must pay any expense incurred in the operation and maintenance of the equipment.

E. The privileges and immunities from liability, exemption from laws, ordinances and rules and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an officer of an agency when performing the officer's duties within the jurisdictional boundaries of the officer's agency apply to the officer to the same extent while engaged in the performance of the officer's duties pursuant to the Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

F. Nothing in the Agreement shall prevent the assisting agency that has provided law enforcement services from requesting supplemental appropriations to reimburse the assisting agency for the actual costs or expenses incurred by the assisting agency from the governing body for which law enforcement services were provided.

G. Nothing in the Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party to the other.

SECTION VI. CONFLICTS

Whenever an officer is providing assistance pursuant to the Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her agency that he/she is employed by. If any rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the another agency, that is a party to the Agreement, the rule, regulation, personnel policy, general order or procedure for the law enforcement officer's agency, that employs him or her, shall control and supersede the direct order of the other agency.

SECTION VII. ADDRESSING COMPLAINTS

Exhibit A

Whenever there is cause to believe that a complaint has arisen relating to the cooperative effort, the agency head or his/her designee of the agency receiving the complaint, shall be responsible for the documentation of the complaint to ascertain, at a minimum:

A. The identity of the complainant.

B. An address where the complaining party may be contacted.

C. The specific allegation(s).

D. The identity of the officer(s) subject to the complaint, without regard to an agency affiliation.

If it is determined that the accused is an employee of an assisting agency, the above referenced information, with all documentation concerning the complaint, shall be forwarded, without delay, to the agency head or his/her designee of the assisting agency for review. The agency receiving the complaint may conduct a review of the complaint to determine if a factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of its' agency policies or procedures.

SECTION IX. PUBLIC RECORDS

The respective parties acknowledge that their agency is subject to the Public Records provisions and applicable statutory exemptions set forth in Chapter 119, Florida Statutes.

SECTION X. LIABILITIY

Each party engaging in any mutual cooperation and assistance pursuant to the Agreement, agrees to assume responsibility for the acts, commissions or conduct of the party's employees while engaged in providing the aid pursuant to the Agreement subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION XI. CANCELLATION

Any party may cancel its participation in the Agreement by providing a minimum of thirty (30) days' written notice to the head of the respective non-cancelling agencies or designee. Cancellation will be at the sole discretion of any party to the Agreement.

SECTION XII. AMENDMENT

The Agreement may be amended by written instrument acceptable to all the respective parties referenced in the Agreement.

Exhibit A

SECTION XIII. SEVERABILITY

If any provision within the Agreement is contrary to any state statutory provision and is deemed illegal or unenforceable, said provision will be separable and the remainder of the Agreement will remain in full force and affect, notwithstanding the invalidity of the illegal or unenforceable provision.

SECTION XIV. ENTIRE AGREEMENT

The Agreement contains the entire Agreement between the respective parties and supersedes any and all prior agreements and understandings whether written or oral, between the parties relating to the subject matter of the Agreement.

SECTION XV. EFFECTIVE DATE AND TERM

The Agreement shall be effective upon the approval and execution by the designated and authorized signatories for the JSO, the ABPD, the JBPD and the NBPD. The Agreement will continue to be effective for (4) years form the execution of the Agreement by the last respective party to execute the Agreement.

Section XI. Cancellation.

IN WITNESS WHEREOF, the parties hereto cause this foregoing Mutual Aid Agreement to be signed on the date indicated.

_____ _____

T. K. Waters, Sheriff
Jacksonville Sheriff's Office, Duval County, Florida
Pursuant to Section 37.101
Jacksonville Municipal Code

Date

_____ _____

Victor Gualillo, Chief of Police
Atlantic Beach Police Department

Date

Exhibit A

Bill Killingsworth, City Manager
City of Atlantic Beach, Florida

Date

Curtis Ford, Mayor
City of Atlantic Beach, Florida

Date

Gene Paul N. Smith, Chief of Police
City of Jacksonville Beach, Florida

Date

Mike Staffopoulos, City Manager
City of Jacksonville Beach, Florida

Date

Christine Hoffman, Mayor
City of Jacksonville Beach, Florida

Date

Michael J. Key, Chief of Police
City of Neptune Beach, Florida

Date

Richard Pike, City Manager
City of Neptune Beach, Florida

Date

Cori Bylund, Mayor
City of Neptune Beach, Florida

Date

Exhibit A

Form Approved as to the Jacksonville Sheriff's Office only

By: _____
Office of General Counsel, City of Jacksonville
Pursuant to section 37.101
Jacksonville Municipal Code

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-84 authorizing the execution of a Memorandum of Understanding between the Atlantic Beach Police Department and Panama City Police Department related to the Traffic and Criminal Software (TraCS) System

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: October 2, 2025

MEETING DATE: October 13, 2025

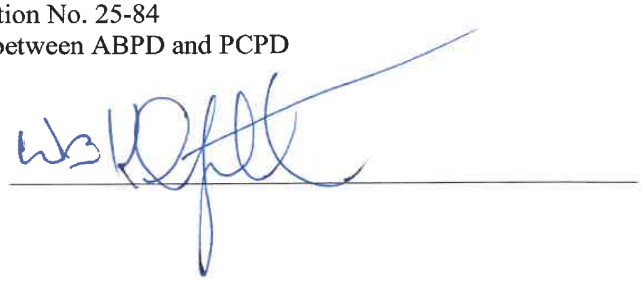
BACKGROUND: The Police Department utilizes a computerized system, the Traffic and Criminal Software (TraCS), for completing certain reports such as traffic citations, crash reports, and other similar documents. This system is funded by the state and managed by Florida State University (FSU). All electronic records generated by the Police Department using TraCS are housed on servers managed by FSU and located at the Panama City Police Department (PCPD) to ensure compliance with applicable state and federal requirements for protection and security of criminal justice information and data. A requirement under state and federal rules is that there must be an agreement between participating agencies acknowledging compliance with Criminal Justice Information Systems (CJIS) rules and regulations.

An updated Memorandum of Understanding (MOU) has been drafted to comply with updated CJIS regulations. It is necessary to sign the updated MOU to remain in compliance with CJIS regulations and allow the Atlantic Bech Police Department the ability to continue using TraCS.

BUDGET: None

RECOMMENDATION: Adopt Resolution No. 25-84

ATTACHMENT(S): 1. Resolution No. 25-84
2. MOU between ABPD and PCPD

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-84

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ATLANTIC BEACH POLICE DEPARTMENT AND PANAMA CITY POLICE DEPARTMENT RELATED TO TRAFFIC AND CRIMINAL SOFTWARE SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN THE MEMORANDUM OF UNDERSTANDNING IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department utilizes a computerized records system for traffic and other reports, the Traffic and Criminal Software System; and

WHEREAS, this system is maintained by Florida State University with servers housed at the Panama City Police Department and provided for use at no cost; and

WHEREAS, the use of this system requires compliance with federal and state Criminal Justice Information Systems (CJIS) rules and regulations; and

WHEREAS, CJIS rules and regulations require a memorandum of understanding between agencies utilizing this system; and

WHEREAS, updates to CJIS rules require an updated memorandum of understanding be executed between the Atlantic Beach Police Department and the Panama City Police Department.

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

SECTION 1. The City Commission authorizes the City Manager or his designee to execute and sign the Memorandum of Understanding between the Atlantic Beach Police Department and Panama City Police Department to fulfill the provision of this resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of October, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Docusign Envelope ID: 825878CB-3AEE-4A74-9AFD-8F4BA1DA7BEE

MEMORANDUM OF UNDERSTANDING
Florida State University (FSU) Traffic and Criminal Software (TraCS)
WITNESSETH

WHEREAS, on _____ ("Effective Date") this MOU is entered into by and between The Panama City Police Department, hereafter referred to as PCPD, and the Atlantic Beach Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CJISSECPOL) for access to state and national Criminal Justice Information (CJI) as defined by the CJISSECPOL, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CJISSECPOL and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the TraCS system for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CJISSECPOL;

WHEREAS, unescorted physical or logical access is defined in Appendix A of the CJISSECPOL under the definition for Access to Criminal Justice Information.

WHEREAS, To facilitate secure and efficient remote technical support, CA can choose to authorize the use of BeyondTrust Remote Support software by all personnel provided in Section 1. This access is granted solely for the purpose of providing IT assistance, troubleshooting, system maintenance, and related support services.

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the PCPD with a current and complete list of all personnel who require unescorted physical or local access to CJI in TraCS.

2. PCPD will maintain a MOU with the Florida Highway Patrol stating FHP is the lead criminal justice agency for Northwest Regional Data Center (NWRDC), where the TraCS server physically resides.

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3. Per the MOU with FHP, FHP will ensure that all NWRDC personnel meet CJIS requirements for personnel screening and will notify PCPD of any personnel change.

4. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

5. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or logical access to CJI in TraCS prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CJISSECPOL and UA. PCPD will retain the fingerprint-based records check, the signed security addendums, completed Security and Privacy Training certificates, and FCIC/NCIC Limited Access certificates for said personnel.

6. PCPD will maintain a current and complete list of all personnel who have been authorized to unescorted physical or logical access to CJI in TraCS. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

7. PCPD shall provide to the CA the list of all personnel who are authorized unescorted physical or logical access to CJI inside TraCS.

8. PCPD shall defer to the FDLE CSO regarding any issues with respect to unescorted physical or local access to CJI and/or CJI systems eligibility as required by the CJISSECPOL and UA.

9. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

10. PCPD will notify the CA in the event that an individual, whether seeking or already authorized unescorted physical or local access to CJI in TraCS, is denied such access by the FDLE CSO.

11. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized unescorted physical or local access to CJI in TraCS.

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12. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.

13. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.

14. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at NWRDC located in Tallahassee, Florida, for the purpose of gaining access to information Systems for law enforcement purposes.

15. The CA agrees to abide by all applicable local, state, and federal laws, rules, and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.

16. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.

17. The CA agrees that it shall make use of the TraCS access in compliance with the CJISSECPOL.

18. If the CA intends to use mobile devices (as defined in the CJISSECPOL), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CJISSECPOL.

19. The CA is responsible for ensuring that each of their users meets CJISSECPOL log in requirements and has multi-factor authentication enabled through the TraCS application user editor in the form of a one-time password using either DUO, Microsoft Authenticator, or Google Authenticator; or static IP filtering implemented in addition to an approved FDLE MFA method at the device level; or other FDLE approved MFA method that integrates with TraCS; as well as secure password requirements enabled through the user editor.

20. The CA is responsible for maintaining a list of commonly-used, expected, or compromised passwords and update the list quarterly and when organizational passwords are suspected to have been compromised directly or indirectly.

21. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting criminal justice applications and networks access to agency owned devices and forbidding access and use of criminal justice applications and networks access on personally owned or public devices.

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22. The CA grants NWRDC permission to retain and host all records created inside TraCS by the CA in accordance with the CJISSECPOL and FDLE UA.

23. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at NWRDC.

24. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in TraCS on behalf of the CA solely for the purposes of training or troubleshooting.

25. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 22 by the CA to the CA.

26. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.

27. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling non-governmental, third-party requests for records on behalf of the CA. PCPD and the TraCS agree to forward all records requests received for records created and/or owned as described in section 22 by the CA to the CA.

28. PCPD agrees that the current FCIC Agency Coordinator (FAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.

29. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.

30. PCPD will forward a copy of this Agreement of the FDLE CSO.

31. The term of this agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the terms herein.

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32. Either party may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this MOU.

33. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

34. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

[SIGNATURES ON THE FOLLOWING PAGE]

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Panama City Police Department
Agency Name (PCPD)

Authorized Signatory (PCPD)

Mark Smith #604 — Chief of Police
Printed Name / ID # — Title

Atlantic Beach Police Department
Agency Name (CA)

Authorized Signatory (CA)

Victor Gualillo
Printed Name / ID # — Title

The current FBI CJIS CJISSECPOL mandates all agencies connected to the FBI CJIS systems adhere to regulations set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

docusign

Certificate Of Completion

Envelope Id: 825878CB-3AEE-4A74-9AFD-8F4BA1DA7BEE
Subject: Complete with Docusign: TraCS-PCPD-MOU-ContractAgency-August2025.pdf
Source Envelope:
Document Pages: 6
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
Roman Serrano
A1400 University Center
Tallahassee, FL 32306-2370
rs24bq@fsu.edu
IP Address: 2600:1006:b011:

Record Tracking

Status: Original
10/1/2025 8:01:56 AM

Holder: Roman Serrano
rs24bq@fsu.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Victor Gualillo vgualillo@coab.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/1/2025 8:02:50 AM Resent: 10/2/2025 11:04:17 AM Viewed: 10/2/2025 1:22:21 PM
Mark Smith msmith@panamacitypolice.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Deanna Walker dwalker@panamacitypolice.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Shannon Williams swilliams@panamacitypolice.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Roman Serrano rs24bq@fsu.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kathleen Perry Kathleenp@tracsflorida.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Amy Pontillo alc06d@fsu.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 8:02:50 AM
Envelope Updated	Security Checked	10/2/2025 11:04:15 AM
Envelope Updated	Security Checked	10/2/2025 11:04:15 AM

Payment Events	Status	Timestamps

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-67 authorizing the purchase of a new blower for the wastewater treatment plant

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 1, 2025

MEETING DATE: October 13, 2025

BACKGROUND: The Public Utilities Department is upgrading the wastewater treatment plant as part of the Capital Improvement Plan. There is one Hoffman low-pressure blower at the plant that is no longer effective and does not work properly with the other blowers that the plant currently uses and must be replaced. Blowers are a key component in the wastewater treatment process as they supply oxygen to the microorganisms that break down organic matter in the wastewater.

Staff reached out to three blower providers to obtain quotes, as shown in the chart below:

Aerzen USA Corp	Heyward Florida, Inc.	MTS Florida
$166,364.00	$166,697.00	$193,500.00

After evaluating the option from each provider, Staff recommends the quote from Aerzen USA Corp for the D 98 S DN 250 blower, instrumentation, controls, installation, start up and training for the blower replacement.

BUDGET: The budget for this project is available in the Public Utilities Capital Improvements account 410-5508-535-6300 for Project PU2516 in the amount of $300,000.

RECOMMENDATION: Approve Resolution No.25-67 for the Project PU2516 in the amount of $166,364.00

ATTACHMENT(S): 1. Resolution No. 25-67
2. Quotes (3) from Blower Providers

REVIEWED BY CITY MANAGER:

ts

RESOLUTION NO. 25-67

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT BLOWER AT THE WASTEWATER TREATMENT PLANT; 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 Public Utilities Department Capital Improvement Project PU2516 includes upgrading and replacing a Hoffman blower that is ineffective; and

WHEREAS, Staff reached out to three blower providers for quotes to include installation, instrumentation, controls and training for the blower replacement; and

WHEREAS, the lowest quote was provided by Aerzen USA Corp in the amount of $166,364.00; and

WHEREAS, after reviewing each quote and services provided, Staff recommends the quote received from Aerzen USA Corp; and

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

Section 1. The City Commission hereby appropriates funds from City's Public Utilities Fund 410-5508-535-6300 in Project PU2516 for the D 98 S DN 250 blower installation for the wastewater treatment plant.

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

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of October, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ts

Proposal

City of Atlantic Beach - Blower Replacement

ENV-608016.2

8/20/2025

Manufacturer/Service/Parts
Aerzen USA Corp.
108 Independence Way
Coatesville, PA 19320
800-444-1692 (tel)
610-380-0278 (fax)
www.aerzen.com/en-us

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

AERZEN

AERZEN Reference Number: ENV-608016.2

20-Aug-25

Re: City of Atlantic Beach - Blower Replacement

To: Troy Stephens	*AERZEN* Proposal Prepared By:
Firm - City of Atlantic Beach	Name - Trevius Vinson
email - tstephens@coab.us	email - trevius.vinson@aerzen.com
phone - 904-247-5875	phone - (470) 817-2132
AERZEN Representative Info:	*AERZEN* Regional Manager:
Name - Greg Slohoda of EnviroSales	Name - Aaron Groover
e-mail - Greg@envirosalesofflorida.com	e-mail - aaron.groover@aerzen.com
phone - (239) 963-4467	phone - (470) 867-3638

Blower Option 2: Hybrid Screw PD **Model: D 98 S DN 250**

Performance Data:		**Design**	**Min**	
Intake volume, handled at intake condition	cfm	2,789	1,257	
Volume handled at normal condition (dry) per ASME	scfm	2,499	1,126	
Mass flow	lb/h	11,587	5,223	
Density at inlet conditions	lb/cf	0.069	0.069	
Relative humidity	Φ	85%	85%	
Inlet pressure (abs.)	psia	14.66	14.66	
Discharge pressure (abs.)	psia	23.4	23.4	
Pressure difference	psig	8.7	8.7	
Intake temperature	°F	100	100	
Discharge temperature	°F	212	214	
Power consumption at coupling	bHP	117	54	
Motor Rating	HP	150		
Motor Speed	rpm	3570	1861	
Motor frame		445TS		
Tolerance on flow & power	± 5 %			
Sound pressure level w/o enclosure	dB(A)	103		*Measured in free field at 3ft. distance from the outline of the unit
Sound pressure level w/ enclosure	dB(A)	79		*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Discharge connection	ANSI Flange	10"
Blower torso weight	lbs.	4,855
Blower motor weight	lbs.	1,709
Blower pkg weight	lbs.	6,564
Envelope dim.*	L x W x H in.	87 x 75 x 93
460 VAC Cooling Fan	kW	0.38
AERtronic	kW	0.2

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

D 98 S DN 250

Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.

Aerzen Rotary Lobe Compressor D Series

- Narrow V-belt drive
- V-belt drive guard
- First fill of Delta Lube 06 oil
- Service Accessories
- Inlet filter-silencer, G4 per EN 779 (equivalent to MERV 7)
- Discharge Silencer, Reactive type, integrated with base frame
- Spring loaded pressure relief valve(s), sized for full flow
- Set of vibration isolating mounts
- Discharge manifold with externally accessible integrated check valve
- Hinged motor support as automatic belt tensioning device
- Sound enclosure, powder-coated galvanized steel, fire retardant HDP foam construction
- 10" ANSI Flanged discharge connection
- Aeromat startup unloading valve
- Anti-corrosive paint per ISO 12944 C5 for sound enclosure
- Simplified ISO-1217, Annex B test report(s)
- Submittal data, hard copy
- O&M manual, hard copy
- Factory set relief valve
- Blower Warranty 24/30
- Domestic packaging

Drive motor

- Motor 150 HP, 2-pole, NEMA, TEFC, 460 V / 60 Hz, NEMA Premium Efficiency,445TS
- Motor thermostats, one per phase @ 155 deg C
- Insulated non-drive end motor bearing
- Motor shaft grounding ring
- Motor Warranty 3-Yr Motor

Instrumentation and Controls

- AERtronic Controls local control panel
- Ethernet IP communication protocol
- 460V Supply Power
- E-stop button
- Aertronic HMI sun cover

Optional Danfoss VFD (Shipped Loose)

- VFD, NEMA 12/IP54 enclosure, 150 HP, w/ DC choke, (350 A) fused disconnect
- Expanded General Purpose I/O
- Ethernet IP communication protocol for VFD
- VFD ships loose, installed by others
- VFD conduit cover
- Danfoss Warranty 3-Yr DrivePro.

Spare Parts

- 1 spare air filter(s)
- 1 spare belt set(s)

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



- 1 spare oil filter(s)
- Set of 1 Delta Lube 06 - 5 gallon(s)

Start Up & Services

- 1 trip(s), 3 day(s) total installation, startup, & training

Freight

- Estimated Freight to jobsite

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

Pricing

Quantity: 1
$166,364

No.	Description	Price Total
1	Quantity (1) Aerzen D 98 S DN 250 package as described above	$129,590
2	Quantity (1) 150 HP 3600 RPM motor as described above	Included
3	Quantity (1) Instrumentation and Controls as described above	Included
4	Quantity (1) Optional Danfoss VFD (Shipped Loose) as described above	$25,474
5	Start Up Services as described above	$7,700
6	Freight as described above	$3,600

Price does not include any tax or VAT.

Delivery Terms: CIP Aerzen USA Coatesville, PA

General Terms: This offer is subject to Aerzen Standard Terms and Conditions (AMUSA.08.22.001)

Payment Terms: Net 30 days, 20% of order value from date of accepted purchase order. 30% of order value upon release for production for material procurement. 50% of order value from date of readiness to ship.

Submittals: 4-6 weeks after receipt of purchase order

Delivery Time: presently approximately 32 weeks after technical release by customer.

Warranty: 24 months after start up, 30 months after delivery, whichever comes first.

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Quote Validity: All prices and lead times quoted are valid for 30 days from the date stated on the quotation.

Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services

Aerzen USA Corp. ("Aerzen") agrees to provide goods and (if included on the Purchase Contract) services to the buyer ("Buyer") under the purchase contract, which consists of the purchase order and the purchase order acknowledgement (the "Purchase Contract"), to which these Terms and Conditions are attached on the following terms and conditions. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Aerzen or such other authorized signatory of Aerzen as designated in writing by Aerzen. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order, purchase contract, or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions. The Purchase Contract and these Terms and Conditions are sometimes referred to as the "Agreement".

1. GENERAL PROVISIONS

1.1 Entire Agreement: The Agreement constitutes the entire agreement between Aerzen and Buyer with respect to the sale of Goods and Services pursuant to the Purchase Contract, and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof. A failure by either Aerzen or Buyer to enforce any rights under these Terms and Conditions shall not be deemed to constitute a waiver of those or any other rights under these Terms and Conditions. No condition stated by Buyer shall be binding upon Aerzen if in conflict with, inconsistent with, or in addition to these Terms and Conditions, unless expressly accepted in a writing signed by Aerzen. If there is any conflict or differences in any terms or conditions presented by Buyer and these Terms and Conditions, these Terms and Conditions shall govern.

1.2 Severability: If any provision of the Agreement is found to be invalid, illegal, unenforceable, or in violation of any law or regulation, such invalidity, illegality, unenforceability, or violation shall not affect any other term or provision of the Agreement, and the remaining provisions shall continue in full force and effect.

1.3 Assignment: Buyer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Aerzen.

1.4 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, sent by recognized courier service, or sent by email to the addresses specified in the Purchase Contract or as otherwise provided in writing by the recipient. Notices shall be effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure of the recipient to provide reasonable means for accomplishing delivery.

1.5 Confidentiality: "Confidential Information" means any non-public information disclosed by Aerzen to Buyer that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Buyer agrees that Buyer will keep all Confidential Information confidential. Confidential Information shall remain the exclusive property of Aerzen. Buyer shall not reproduce or disclose any Confidential Information without prior written consent of Aerzen.

1.6 Governing Law and Jurisdiction: The Agreement and the sale of equipment, materials, and other products ("Goods") and any services ("Services") pursuant thereto, and the respective rights and obligations of Aerzen and Buyer with regard thereto shall be governed by and construed according to the laws of the State of Florida, without regard to the principles of conflicts of law thereof.

1.7 Dispute Resolution: In the event of any dispute arising out of or relating to the Agreement and the sale of Goods and any Services pursuant thereto, Aerzen and Buyer shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation within 30 days, either Aerzen or Buyer may request that the dispute be submitted to non-binding mediation facilitated by a neutral third-party mediator agreed upon by both parties. If mediation is unsuccessful or not pursued, any unresolved disputes shall be finally settled by arbitration conducted in Coatesville, Pennsylvania, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. If mediation or arbitration is not successful, the parties may pursue any and all legal or equitable remedies available to them. Any disputes arising under or in connection with the Agreement and the sale of Goods and any Services pursuant thereto, if not resolved pursuant to the foregoing, shall be subject to the exclusive jurisdiction of the courts located in Chester County, Pennsylvania.

1.8 Force Majeure: Aerzen shall not liable in any way for any default or delay with respect to the sale of Goods or Services due to contingencies beyond its control, including, but not limited to, war, restraints affecting shipping, delivery of materials, or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strike, lockout, fire, bombing, terrorism, accident, flood, drought, pandemic, cyber-attack, and any other contingency affecting such party, its suppliers, or subcontractors.

1.9 Waiver of Subrogation: Each of Aerzen and Buyer hereby waives any and all rights of recovery, claim, action, or cause of action against the other party, its officers, directors, employees, agents, successors, and assigns, for any loss, damage, or liability covered by insurance maintained by such party, to the extent that such loss, damage, or liability is covered by such insurance, regardless of the cause of such loss,

damage, or liability, including but not limited to negligence of the other party, its officers, directors, employees, agents, successors, and assigns. Each of Aerzen and Buyer agrees to obtain from its insurance carrier a provision that the insurance carrier waives its right of subrogation against the other party in connection with any loss, damage, or liability covered by such insurance. This mutual waiver of subrogation shall be effective regardless of whether the party seeking recovery has actually received proceeds under any insurance policy for the loss, damage, or liability suffered. Each of Aerzen and Buyer agrees to include this mutual waiver of subrogation provision in all applicable insurance policies and to take all necessary steps to ensure that its insurance carrier is bound by the terms of this waiver. This waiver shall survive the termination or expiration of the Agreement and shall be binding upon and inure to the benefit of Aerzen and Buyer, and their respective successors and assigns.

1.10 General Limitation of Liability: In no event shall Aerzen be liable to Buyer, Buyer's customers, or any third party for special, indirect, incidental, consequential, or punitive damages, or expenses incurred, whether arising from breach of contract, warranty, negligence, strict liability in tort, or other theories of law or equity. Such damages and expenses include, but are not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss. This limitation of liability shall apply regardless of the cause of action and regardless of whether such damages or expenses were foreseeable or arise directly or indirectly from the performance or non-performance of obligations under the Agreement or the sale of Goods and Services thereunder. By agreeing to this limitation of liability, Buyer acknowledges and accepts the allocation of risk set forth in this Section 1.10, and this provision shall survive the termination or expiration of the Agreement.

1.11 Cyber Security: Buyer warrants to Aerzen: (a) Buyer has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, (b). Without limiting any other rights Aerzen and Buyer may have under the Agreement, If any of Buyer's software and related electronic documentation contains any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability, and such virus or other contaminant is brought into Aerzen's computer environment by or through Buyer, Buyer shall reimburse Aerzen for all labor and material costs (whether internal or third party) incurred by Aerzen to identify, contain, and correct the effects thereof.

2. SALE OF GOODS AND SERVICES

2.1 Orders: All Purchase Contracts are subject to acceptance and approval by Aerzen's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of a Purchase Contract shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Aerzen. Buyer is responsible for providing clear, accurate, and complete data during the quotation phase. If required information for project completion is missing or additional documents or requirements are submitted to Aerzen with the purchase order that were not previously reviewed and included in the scope of work, the project start date will be adjusted to the date of technical clarification rather than the date of Purchase Contract acceptance. In such cases, all agreed lead times for equipment and documentation will be calculated as weeks after technical clarification rather than from the date of Purchase Contract acceptance. All Buyer-provided documents, including but not limited to purchase orders, commercial documents, technical specifications, and markups of Aerzen documents, must be submitted electronically in a text-searchable format.

2.2 Prices and Payments: All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for 30 days unless Aerzen notifies Buyer of a change in a quoted price prior to the end of such 30-day period. Aerzen reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Aerzen's opinion, Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement. Unless expressly agreed to in writing, pending satisfactory credit review, Aerzen standard payment terms are: (a) For Purchase Contracts totaling less than $100,000, the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For Purchase Contracts totaling $100,000 or more, the following terms shall apply, assuming satisfactory credit review by Aerzen: 20% of the Purchase Contract value from date of the accepted Purchase Contract; 30% of the Purchase Contract value upon release for production; and 50% of the Purchase Contract value at readiness to ship, with no retainage held. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work by Aerzen for Buyer will cease, in the sole discretion of Aerzen, if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of 1.5% per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Aerzen for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due. Buyer agrees to reimburse Aerzen for all reasonable travel and out-of-pocket expenses incurred by Aerzen in connection with the performance of the Services.

2.3 Taxes: The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen and Buyer (plus interest and penalties thereon, if any) shall be paid by Buyer, in addition to the prices quoted and invoiced. If Aerzen is required to pay any such taxes, Buyer shall reimburse Aerzen on demand for the full amount so paid by Aerzen. At the time of a Purchase Contract, Buyer shall provide Aerzen with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

2.4 Liability: Aerzen's liability with respect to the Goods and Services sold pursuant to the Agreement shall be limited to the warranties provided in Section 2.8 of these Terms and Conditions and shall be limited to the price of the Goods and Services sold pursuant to the Purchase Contract.

2.5 Shipping or Service Date: Scheduled or anticipated shipping and performance dates are estimates and not a guarantee of a particular date of shipment of Goods or performance of any Services. If any portion of the work under the order is delayed due to the Buyer, for any reason, including but not limited to late return of approval documents, Aerzen is entitled to a schedule change that reflects the actual impact of the delay.

2.6 Delivery of Goods and Risk of Loss; Performance of Services:

a. Title and Risk of Loss: All Goods will be delivered EXW Aerzen, Coatesville, Pennsylvania, or such other location agreed by Aerzen and Buyer in writing (the "Delivery Point"). Title and risk of loss shall pass to Buyer upon delivery of the Goods to the Delivery Point. In no event shall Aerzen be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Aerzen.
b. Shipping Expenses: Unless otherwise specified in the Purchase Contract, all shipping expenses shall be pre-paid by Aerzen and subsequently added to the invoice. Buyer agrees to reimburse Aerzen for these shipping expenses as part of the total invoice amount.
c. Acceptance of Goods and Services: Buyer shall inspect all Goods or Services promptly upon receipt. All claims by Buyer, except only those provided for under warranty clauses specifically set forth in these Terms and Conditions, must be asserted in writing by Buyer within 5 days after receipt of the Goods or completion of the Services, or such claims are waived by Buyer.
d. Delays by Buyer: If Goods cannot be shipped to Buyer, or Buyer is not prepared for scheduled Service, when ready due to any cause not attributable to Aerzen, upon notice to Buyer, Aerzen may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Aerzen upon delivery shall be payable upon presentation of Aerzen's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Aerzen, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due pursuant to the Agreement, Aerzen shall resume delivery of Goods to the originally agreed point of delivery.
e. Delays in Inspection: If Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Aerzen's sole discretion. Such acceptance shall be in addition to the remedies for delays by Buyer outlined in these Terms and Conditions.
f. Partial Shipment: Partial shipment of Goods ordered pursuant to a Purchase Contract will not be made without Buyer's knowledge or consent. If a complete shipment cannot be made by the required date, Aerzen will promptly notify Buyer thereof. If partial shipment with Buyer's consent is made, excess freight charges, if any, will be billed to Buyer.
g. On-Site Technical Assistance: With respect to the Services, Buyer shall (i) cooperate with Aerzen in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Aerzen, for the purposes of performing the Services, (ii) supply all required assistance including but not limited to lifting devices, repair room and facilities, standard tools, electric, air, and other utilities required, scaffolding, lighting, and weather protection facilities, as required, or as requested by Aerzen, to safely carry out the work. Aerzen shall supply all specialty tools and such tools shall remain the property of Aerzen, (iii) respond promptly to any Aerzen request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Aerzen to perform Services in accordance with the requirements of this Agreement, and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
h. Performance Dates: Aerzen shall use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Contract, and any such dates shall be estimates only.

2.7 Cancellation, Postponement, or Change Orders:

a. Purchase Contracts are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Aerzen's written consent and then only upon agreement to compensate Aerzen for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between 20% and 100% of the total price of the Purchase Contract will be invoiced, as determined at Aerzen's sole discretion, depending on the status of completion plus Aerzen's non-recoverable costs attributed to Buyer's order. Service orders may be subject to cancellation fees for purchased airfare or booking fees, should fees be imposed upon Aerzen due to Buyer's cancellation, postponement, or change in specifications, service schedule, or other conditions originally agreed. If Aerzen's manufacturing is delayed or postponed because of the actions or omissions of Buyer, Aerzen shall be entitled to an equitable price adjustment. If Buyer's delay extends for more than 90 days and Aerzen and Buyer have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Aerzen may terminate the Purchase Contract, whereupon Buyer shall promptly pay Aerzen its cancellation charges as described herein.

b. Upon receipt of a change request from Buyer, including but not limited to a change in equipment design, schedule, cost, or quality, Aerzen may, at its sole discretion, place on hold all work related to any part of the order that may be impacted by the change. Aerzen will inform Buyer of the amount of hold time needed to review the change request. Upon completion of review, Aerzen will inform Buyer of the cost or schedule impact of Buyer's change request. Buyer must then (i) issue a change order reflecting the cost and schedule impact, or (ii) withdraw the change request. The project schedule impact will be equal to or greater than the amount of time that the work under the order was on hold.

c. Aerzen may terminate the Purchase Contract without liability to Buyer if (i) Buyer shall breach the Agreement and shall fail to cure such breach within 5 business days after written notice from Aerzen; (ii) Buyer shall become insolvent; (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; (iv) Buyer shall make assignment for the benefit of creditors; (v) Buyer shall fail to make timely payment of any obligation owed by it to Aerzen; or (vi) if Aerzen reasonably believes that Buyer is unable to make full and prompt payment as required under the Agreement. Buyer agrees that Buyer shall, no later than 30 days following the effective date of termination of this Agreement, pay all monies owed to Aerzen pursuant to the Agreement regardless of any terms of payment that may have otherwise been granted to Buyer by Aerzen. Aerzen shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

2.8 Limited Warranty: Unless otherwise stated in the Purchase Contract, Aerzen warrants the Goods will be free from defect in materials and workmanship for 24 months from the date of start-up, but not to exceed 30 months from the date of readiness to ship. Unless otherwise stated in the Purchase Contract, Aerzen warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Equipment (including accessories, components, and parts thereof) furnished by Aerzen but manufactured by others is not warranted by Aerzen and such equipment shall carry the warranty (if any) which the manufacturer has conveyed to Aerzen to the extent it can be passed on to Buyer. Aerzen shall, upon prompt written notice by Buyer, correct such non-conformities, at Aerzen's sole option, by either repair or replacement. All such defective Goods shall follow the RMA policy set forth in Section 2.10 and be sent at Buyer's expense directly to Aerzen at 108 Independence Way, Coatesville, Pennsylvania, USA, 19320 or an Aerzen Authorized Service Center, as directed by Aerzen. Shipment of repaired or replacement Goods will be at Aerzen's expense. Aerzen warrants any equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of 90 days after the start-up of such repaired or replaced equipment or (b) the period remaining on the warranty. Goods must be maintained per Aerzen's Operations and Maintenance manual, including proper maintenance documentation, for the warranty to remain valid. With respect to any Services subject to a claim under the warranty set forth in this Section 2.8, Aerzen shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY AERZEN OR AERZEN'S EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY AERZEN FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AERZEN WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY AERZEN AND EXCLUDED FROM ANY CONTRACT RESULTNG OR ARISING FROM OR OTHERWISE EVIDENCED BY THESE TERMS AND CONDITIONS.

Failure to notify Aerzen in writing within 5 days after Buyer discovered, or ought to have discovered, any defective or non-conforming Goods or Services or any unsatisfactory operation or installation shall terminate the warranties set forth above. The above warranties do not apply to Goods which are (a) repaired, modified, or altered by any party other than Aerzen or Aerzen's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, use contrary to any instructions issued by Aerzen, improper testing, installation, storage, transportation, repair, maintenance, or handling, or (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. AERZEN SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL AERZEN'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS OR SERVICES.

2.9 Nonconforming Goods: Any rejection of nonconforming Goods must be made by Buyer within 5 business days after delivery and Buyer must give written notice, including a description of the alleged nonconformity, to Aerzen within that period. Upon receipt of such notification, Aerzen will arrange for the return of the Goods, at Aerzen's expense. If the nonconformity is confirmed, Aerzen will ship conforming Goods to Buyer at Aerzen's expense. If the Goods are found to be conforming, they will be returned to Buyer at Buyer's expense, and Buyer will reimburse Aerzen, on demand, for the initial return shipping costs and any other costs associated with the inspection of the Goods..

2.10 Returns and Repairs: For returns and repairs, Buyer must contact Aerzen's customer support for shipping instructions and obtain a Return Material Authorization ("RMA"). Buyer must ship Goods to be returned or repaired in original packaging or equivalent, with the RMA

clearly marked on the outside of the package, freight prepaid. Aerzen is not responsible for any damage occurring in transit or obligated to accept products returned without an RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Aerzen's designated facility. Unauthorized returns or returns of non-eligible items may be reshipped by Aerzen freight collect to Buyer . The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

2.11 Returns for Credit: No returns for credit will be accepted unless Aerzen's written permission has been obtained in each case in advance. All authorized returns are subject to a restocking fee of no less than 15%, at Aerzen's sole discretion. This fee will be deducted from the credit issued to Buyer. The following items are not eligible for return under any circumstances: (i) Electrical parts including but not limited to motors, Human-Machine Interfaces (HMIs), modules, transducers; (ii) Bare shaft rotating assemblies; (iii) Belts; (iv) Oil; (v) Filters, including but not limited to Oil and Air filters.

2.13 Restrictions On Hiring Aerzen Employees: During the term of service and for one year thereafter, Buyer shall not directly or indirectly solicit, hire, or employ any individual employed by Aerzen who has provided on-site services to Buyer. This restriction applies to offers originating from Buyer or any entity affiliated with Buyer. Buyer acknowledges that such actions could harm Aerzen's business interests and agrees to abide by this provision to avoid potential conflicts of interest.

2.14 Insurance: At all times while Aerzen employees or contractors are performing services on-site, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $1,000,000 per occurrence, with financially sound and reputable insurers. Upon Aerzen's request, Buyer shall provide Aerzen with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Section 2.14. The certificate of insurance shall name Aerzen as an additional insured. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Aerzen's insurers and Aerzen.

2.15 Data Use: The Goods may include data monitoring services. The data received by Aerzen may be used by Aerzen and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Aerzen will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

2.16 Import And Export Control Requirements:: Buyer represents and warrants to Aerzen that Buyer is familiar with, and will comply in all respects with United States export laws, regulations, and administrative requirements applicable to Buyer's purchase of the Goods, including, without limitation, the International Traffic in Arms Regulations ("ITAR"); the United States Foreign Corrupt Practices Act ("FCPA"); the Organization for Economic Co-operation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the Export Administration Regulations ("EAR"); the Foreign Trade Regulations ("FTR"); and the laws, regulations, and orders issued or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and Internal Revenue Service ("IRS") in relation to export control, antiboycott, or trade sanctions matters. Buyer will comply with any reasonable requests made by Aerzen for information that enables Aerzen to comply with third-party payments, including, without limitation, the Foreign Account Tax Compliance Act ("FATCA"). Buyer shall be responsible for obtaining any required United States government authorizations, including, without limitation, export licenses or exemption authorizations applicable to Buyer's purchase of the Goods. Upon request, Buyer shall promptly furnish evidence satisfactory to Aerzen of compliance with any of the laws, regulations, and administrative requirements referenced above. Buyer shall provide Aerzen the Export Control Classification Number ("ECCN"), including any applicable subparagraph number from the EAR, or the United States Munitions List ("USML") Category from the ITAR, applicable to any United States origin product, software, or technology, or the direct product thereof, to be provided by Buyer in support of the purchase of the Goods by Buyer. Buyer shall promptly notify Aerzen in writing of any future changes in the ECCN or USML Category applicable to the same, including any jurisdictional changes between the EAR and ITAR.

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HARDY PRO-AIR
SYSTEMS & SERVICE

351 Main Street
Antioch, IL 60002

Telephone (800) 658-0198
Fax (847) 395-2972

May 21, 2025

Mr. Dustin Chisum
Heyward Florida Inc
415 Country Club Drive
Winter Park, FL 32789

via email to: dchisum@heywardfl.com

Subject: Atlantic Beach, FL – Blower Replacement
Proposal No. P-2505-130

Thank you for this opportunity to supply you with this proposal for your customer. We pride ourselves on the quality and workmanship of our products and expect that your customer will enjoy the use of our solutions for many years. Below, please find the details specific to this proposal.

Aeration PD Blower Replacement (2,500 SCFM at 10 PSIG)

QTY: 1 - Hardy Pro-Pack Model HPP-200CDL600-150HP-12-10 Blower Package complete with:

1 - Gardner Denver Cycloblower 200CDL600 Screw -Lobe DSL Blower, or equal
1 - 150 HP TEFC, 3/60/230-460 Volt premium efficient electric motor, VFD Capable
- Thermostats & Space Heaters included

1 - Motor shaft grounding ring (AEGIS)
1 - Elevated structural steel common base
1 - Direct drive, Dodge Raptor Coupling, with enclosed drive guard
1 - Inlet filter-silencer, 12" with filter restriction indicator
1 - Discharge silencer, 10"
1 - Discharge check valve, 10" with silicone seal and stainless-steel spring
1 - Discharge butterfly valve, 10" with locking handle
1 - Discharge expansion joint, 10" rated for 300 degrees F
1 - Discharge pressure relief valves (2), spring loaded 3", set @ 11 PSIG
1 - Discharge pressure gauge, liquid filled, 0-15 PSIG
1 - Discharge temperature gauge & switch
1 - Discharge pressure gauge & switch
1 - Differential switch
1 - Initial fill of oil for blower start-up
1 - ***Oil drain hose kit***, to simplify oil change efforts
1 - Set of four 1" Thick vibration pads
1 - Prime and finish paint the package with Blue Industrial Enamel, guard to be yellow
1 - Labor to assemble & provide a mechanical run test prior to shipment
1 - 1-year warranty from initial start-up or 18-months from delivery

BLOWER PERFORMANCE

Volume, design	2,500	SCFM	Est. Noise w/Enclosure	80	dBA
Δ Pressure	10	PSIG	Inlet Temp	100	Degrees F
Speed, design	2,120	RPM	Discharge Temp	210	Degrees F
Power Req., design	126.6	BHP	Elevation	10	FTASL
Power Req., @ 11 PSIG	137.4	BHP	Inlet Humidity	90	%

Hardy Pro-Air Systems & Service

Mr. Dustin Chisum
Heyward Florida Inc
Proposal No. P-2505-130
May 21, 2025

QTY: 1 - (Optional) Hardy Pro-Closure Sound Enclosures each complete with:

- *Galvanneal* construction
- Powder coated exterior surfaces
- Interior sound insulating material (expect 12-15 dB sound reduction)
- Locking service access panels on four sides of the enclosure
- 120 Volt thermostatically controlled powered exhaust fan
- Labor to mount blower package within the enclosure
- ***Sound enclosure light kit***, to simplify maintenance tasks in dark conditions

QTY: 1 - (Optional) 150 HP Control Panel with Variable Frequency Drive (VFD) with Keypad

- VFD is designed for constant torque applications
- Contained within a NEMA 4X enclosure
- Intuitive on-board keypad interface allowing for fast and easy input of application data
- Provides a circuit breaker disconnect
- Light indicators for run, fault/reset & drive ready.
- H-O-A, start/stop,
- Forced air cool with thermostat

Total Price for 1 Blower Package.....$ 98,145.00
Estimated Weight: 6,015 Lbs.

Total Price for 1 Blower Package & Sound Enclosure .....$ 123,697.00
Estimated Weight: 7,415 Lbs.

Total Price for 1 Blower Package w/ Sound Enclosures & Controls.....$ 166,697.00
Estimated Weight: 7,590 Lbs.

Optional – Not included in the above pricing

- Services: Start-up and Training (1 trip, 2 days) ..... $ 3,800.00
- Estimated freight charge ..... $ 2,000.00

NOTES & CLARIFICATIONS

1. These prices will be held firmly for a period of 30 days from the date on this letter.
   a. If the order is not placed within 30 days of quotation, for shipment within 180 days of quotation, this proposal will need to be repriced at the time of order entry.
   b. If submittal is not approved within 90 days of purchase order entry, HPA reserves the right to update the price of this solution.
2. Equipment purchased after receipt of PO where the PO is then cancelled for any reason, the purchaser is responsible for any restocking fees, or any other contingencies imposed by the manufacturer.
3. Due to government policies, tariffs may increase the cost of equipment at any time. Any cost increases due to tariffs implemented by the OEM's prior to purchasing equipment, will be the responsibility of the purchaser. HPA will do everything possible to purchase equipment prior to any date announced to increase cost due to tariffs by any of the OEM's.
4. These prices are F.O.B. factories and do not include freight charges, mechanical or electrical installation, controls, motor starters, startup service, supervision or applicable sales taxes.

Hardy Pro-Air Systems & Service

Mr. Dustin Chisum
Heyward Florida Inc
Proposal No. P-2505-130
May 21, 2025

5. Delivery is estimated to be from **16-19 weeks** after receipt of the approval drawings. Allow **1-2 weeks** for the preparation of these drawings.
6. Estimated sound pressure values given are "free field" estimates at (1) meter for a single unit operating floor mounted with premium grade silencers and exhaust piped away. The addition of a sound enclosure will reduce/has reduced the estimated sound level by 12-15 dB. Jobsite levels are not guaranteed due to environmental influences beyond our control.
7. The payment terms, based upon approved credit, follow a progress billing format using this schedule:
    a. 20% down payment – payment due upon receipt of invoice
    b. 80% upon shipment – payment is due Net 30 days from date of shipment

We certainly appreciate this opportunity to quote on your air blower requirements. If you desire clarification of any points in this letter of quotation, or if we may be of added service to you in any manner, please feel free to contact us at 847-395-2977 or 800-658-0198.

Very truly yours,
James Cuellar
James Cuellar

KAESER COMPRESSORS

QUOTATION

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Kaeser Compressors, Inc.
PO Box 946
Fredericksburg, VA 22404
Contact: Caleb Crosson
Tel: (540) 701-1998

c/o MTS Environmental, Inc.
Bob Bierhorst
Tel: (904) 273-8600

Bidding Contractor
Omega Bid Job
511 Sigma Drive
Fredericksburg VA 22408

Your reference	Customer no.	Quotation no.	Date
Atlantic Beach, FL	529482	87188527	01/13/2025

Dear Bidding Contractor:

Project: Atlantic Beach, FL

We are pleased to present the following proposal for your review. With Kaeser Compressors, you can be confident your organization will benefit from years of engineering expertise, premium products, and a nationwide service network. Our products reduce life cycle costs with years of reliable service, simple maintenance and high energy efficiency-making them the smart investment.

Kaeser will be providing our standard equipment and instrumentation. Kaeser's scope of supply is as shown on the quote. Items not quoted will not be provided. Kaeser takes exception as noted on the markup of the specifications included with this quote.

Thank you for the opportunity to prove Kaeser Compressors offers the product solutions for your needs, as well as the customer service you deserve.

Sincerely,

Caleb Crosson
Project Support Engineer

KAESER COMPRESSORS **QUOTATION**

PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
	*** Blower Package ***					
30	**Screw Blower GBS1050L-SFC-125hp-GS0**	GBS.1C	1.000	PC		
	Country of installation	USA				
	Model	GBS1050L				
	Operating mode	Gauge pressure				
	Screw blower package price includes suite of sensors, VFD, and local SC2 controller to provide plug-and-play blower solution with EtherNet/IP communications module					
	Blower package price includes C-Unit adder(s): ~ Extra Thickness Paint					
	*** Spare Parts ***					
45	**Filter fleece DN300**	895656.0	1.000	PC		
55	**Filter mat 283x283x10**	7.4519.00010	3.000	PC		
65	**SET filter mats Control cabinet**	4E0157.0	1.000	PC		
75	**Filter element E6KE**	901520.0	1.000	PC		
85	**Anti-friction bearing grease Unirex N3 4**	6.3234.0	1.000	PC		
95	**SIGMA FLUID G-680 10 l**	9.0188.20010	2.000	CA		
	*** Common Services ***					

Energy saving
preserves the environment and resources

KAESER COMPRESSORS **QUOTATION**

PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
115	**Equipment specific manual PDF**	USMANUALPDF	1.000	PC		
	Kaeser's equipment specific O&M manual in a pdf file (via email) to be supplied.					
125	**Equipment submittal PDF**	USSUBMTLPDF	1.000	PC		
	Kaeser's standard equipment submittal in a pdf file (via email) to be supplied. Note on PO if approval is required before release to production.					
135	**STARTUP LABOR**	USSTARTUP	1.000	PC		
	Blower Start-up Assistance for the blower packages quoted. Please provide a two week notice to schedule.					
145	**On Site Training**	USONSITE	1.000	PC		
	Blower Training for the blower packages being quoted. Please provide a two week notice to schedule					
155	**FREIGHT CHARGES**	USFREIGHT	1.000	PC		
	The freight charge quoted is just an estimate and may be subject to change if the rates are higher when the actual shipment is made.					
	TOTAL PRICE					$193,500.00

Pricing does not include applicable sales taxes.

Terms of payment:
Within 30 days
Payment terms are subject to credit approval.

Terms of delivery (Incoterms® 2010)
FCA US Shipping Point
If prepay and add shipping is requested the freight charges will be added to the invoice.

Quotation valid until
03/14/2025

Energy saving
preserves the environment and resources

KAESER COMPRESSORS

QUOTATION

Estimated delivery time:
Estimated 24-26 weeks upon release to production.
Should there be a requested delay in the scheduled ship date, a weekly storage fee equal to 1% of the net value of the order will be charged until the order is shipped.

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-80 authorizing the City Manager to execute a change order with ACON Construction Co. for the completion of renovations to Marsh Oaks Community Center.

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: September 30, 2025

MEETING DATE: October 13, 2025

BACKGROUND: Public Works is seeking approval to execute a change order with ACON Construction Co. to complete the renovation of Marsh Oaks Community Center at 100 West First St. The City contracted with ACON on March 12, 2025, to provide initial design-build services for the renovation of the community Center at a price not to exceed $719,793.13. The proposed renovations included architectural design services, wind mitigation activities to meet the 140-mph wind (structural roof and wall framing; and replacement of roof, doors, and windows) and initial interior and exterior renovations to the building.

The City obtained grants totaling $916,751 for the renovation project. including $500,000 for building renovations from the City of Jacksonville; $220,000 for wind mitigation activities from the Florida Division of Emergency Management's Hurricane Loss Mitigation Program (HLMP) to be completed by June 30, 2025; and $196,751 for driveway and landscape improvements from the City of Jacksonville's Community Development Block Grant Program (CDBG).

Typically, a design-build firm would be contracted to develop a 60%-level design, which would allow them to then develop a guaranteed maximum price proposal to complete the project. In the case of the Marsh Oaks Community Center project and the HLMP grant deadline of June 30, 2025, the City opted to piggyback from a City of Jacksonville design-build contract with ACON, utilizing a budget of $719,793.13, to complete architectural and engineering design drawings, complete the grant funded wind mitigation activities, and get started on initial interior and exterior renovations.

The initial work has been substantially completed by ACON, and the City has been reimbursed for the HLMP grant-funded wind mitigation activities. With completion of the architectural and engineering drawings and initial construction activities, ACON had adequate information to develop a not-to-exceed guaranteed maximum price to complete the remainder of all building renovations. The guaranteed maximum price proposal includes a change order request for $313,822.32 to complete all building renovations. A separate request for proposals to complete parking lot renovations and landscaping funded via the $196,751 CDBG grant will be advertised shortly.

BUDGET: Funds for this $313,822.32 change order request are available from $325,000 budgeted for this purpose in Capital Improvement Fund account #300-5002-541-63-00.

RECOMMENDATION: Adopt Resolution No. 25-80

ATTACHMENTS: Resolution No. 25-80
Exhibit A – ACON Change Order Request
Exhibit B – Exterior Rendering

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 25-80

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A $313,922.32 CHANGE ORDER WITH ACON CONSTRUCTION CO. FOR THE COMPLETION OF RENOVATIONS TO MARSH OAKS COMMUNITY CENTER; 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 purchased the former assisted living facility located at 100 W. First St. with the intention of renovating the building and creating the Marsh Oaks Community Center; and

WHEREAS, the City obtained grants totaling $916,751 for the renovation project including $500,000 for building renovations from the City of Jacksonville, $220,000 for wind mitigation activities from the Florida Division of Emergency Management's Hurricane Loss Mitigation Program (HLMP) to be completed by June 30, 2025, and $196,751 for driveway and landscape improvements from the City of Jacksonville's Community Development Block Grant Program (CDBG); and

WHEREAS, the City contracted with ACON Construction Co. on March 12, 2025, to provide initial design-build services for the project, including completion of wind mitigation activities and initial interior and exterior renovations at a price not to exceed $719,793.13 to meet the June 30, 2025, HLMP grant deadline; and

WHEREAS, the initial work has been substantially completed, the City has been reimbursed for the HLMP grant funded wind mitigation activities, and the City desires to issue a change order to ACON Construction Co. to provide design-build services to complete the project for a price not to exceed $313,822.32, with the $196,751 CDBG grant funds being reserved for parking lot renovation and landscaping; and

WHEREAS, funds for this $313,822.32 change order are available from $325,000 budgeted for this purpose in Capital Improvement Fund account #300-5002-541-63-00.

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

SECTION 1. the City Commission hereby authorizes the City Manager to issue a change order to ACON Construction Co. to complete design-build services at the Marsh Oaks Community Center at a price not to exceed $313,822.32.

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 be effective immediately upon adoption.

PASSED AND ADOPTED by the City of Atlantic Beach this 13th day of October, 2025.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Aug 21, 2025

City of Atlantic Beach (COAB)
800 Seminole Road
Atlantic Beach, FL 32233

Attention: Mr. Steve Swann, P.E.
City Engineer
Reference: Marsh Oaks Community Center (Formerly Veterans Park Building) Phase 2 Final
COJ DB Contract #71629—22 "Piggyback"

Mr. Swann,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to complete the project that was started under Phase 1 which provided for the building to be bolstered to withstand storms and provide for an open building that would be built out in a Phase 2 which is why this proposal is necessary. Also included is the added price to install a covered entrance on the eastern end of building. Breakdowns are included in attached sheets. The total below in bold print, when added to the previous contract, constitutes the GMP that will build the Community Center building. No exterior work outside the front porch and the added cover are included in this proposal.

Our Guaranteed Maximum Price (GMP) for the build out added costs per plans developed in Phase 1 is $273,822.32. An additional cost of $40,000.00 will be added to that total for the covered entrance bringing proposal total to **$313,822.32**.

The Guaranteed Completion Date (GCD) will be 180 days from receipt of Notice to Proceed.

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,

Frank Anderson
Construction Manager

Item Takeoff View

C:\Users\Estimating.AzureAD\Acon Construction\Acon General - Documents\JobFiles\J25-010 Marsh Oaks CC\E24-000 Marsh Oaks Remaining to Spend.est

Thursday, August 21, 2025

1. This is a breakout page used in Estimating... Totals Page Follows
2. See Totals Page for final breakout and cost to complete

Status	CSI	Item Code	Item Description	Qty	Unit	Lab Total	Mat Total	Subs Total	Equip Total	Other Total	Grand Total
	1000	10	Monthly General Coditions	4	mnth	37,200	2,600		2,000	2,400	44,200
	1800	12	Permitting Fees	700	M					3,255	3,255
	1800	18	Duval Permit Plan Review Fee 67 % Permit Fee	2,200.00	lsum					2,200	2,200
	1800	3000	State Fire Marshel Review	1	each					350	350
	1635	6	Equipment Fuel	24	week		2,880				2,880
	8500	10	Add Back Framing for New Windows	5,000.00	lsum			5,000			5,000
	10440	5	Interior Signs	2,000.00	lsum			2,000			2,000
	15500	10	Heating Ventilating and Air Conditioning	66,400.00	lsum			66,400			66,400
	16050	5	Electric and Fire Alarm	103,395.00	lsum			103,395			103,395
	15400	10	Remaining Plumbing	19,290.00	lsum			19,290			19,290
	15300	8	Fire Sprinklers	35,000.00	lsum			35,000			35,000
	6100	10	Plywood Ceiling on Porch	5,000.00	lsum			5,000			5,000
	6400	10	Millwork and Shelving	6,000.00	lsum			6,000			6,000
	9650	12	Resilient Flooring	4,100.00	sqft			36,900			36,900
	9661	105	Resilient Base - Rubber/Vinyl 4"	1,100.00	lnft			3,300			3,300
	9900	220	Paint Int Walls	10,580.00	sqft			13,225			13,225
	9900	220	Paint Ext Walls	4,200.00	sqft			6,300			6,300
	9900	520	Paint Doors and Jambs	22	each			2,420			2,420
	9900	220	Paint Ceilings	4,410.00	sqft			5,513			5,513
	9200	15	Stucco	1,400.00	sqft			16,800			16,800
	9250	105	Drywall Ceiling 5/8 Gyp. Bd. on Suspension System	4,100.00	sqft			24,600			24,600
	9250	110	Drywall on Metal Studs	10,580.00	sqft			46,552			46,552
	7200	10	Batt Insulation (Walls)	6,724.00	sqft			3,362			3,362
	7218	30	Blown in Insulation	4,410.00	sqft			8,790			8,790
	8110	6	Install Door & Hardware	22	each			2,750			2,750
	8110	7	Door Materals Package	22	each		26,726				26,726
	10800	10	Toilet Accessories	6,000.00	lsum			6,000			6,000
	3100	500	Concrete Pourback w/ Termite	3,000.00	lsum			3,000			3,000
	7460	40	Plywood Sheathing	2,500.00	lsum			2,500			2,500
	7460	10	Siding	5,160.00	lsum			5,160			5,160
	15300	12	Fire Protection Under Ground Site	55,805.00	lsum			55,805			55,805

TOTALS PAGE

Percent	Amount	Category
6.59 %	37,200.00	Labor
5.70 %	32,205.60	Material
85.90 %	485,061.12	Subcontractor
0.35 %	2,000.00	Equipment
1.45 %	8,205.00	Other
		User
	564,671.72	Net Costs
7.50 %	2,565.42	Sales Tax 7.5%
0.50 %	2,823.36	Builders Reisk & Polution Insurance
0.50 %	2,823.36	Procore
	572,883.86	Subtotal
4.50 %	25,779.77	Overhead
3.00 %	17,186.52	Profit
		Final Adjust
		Cut/Add
	615,850.15	Total Estimate

1. Spent to date is $377,765.30 ... See Invoice backup
2. Cost to complete now with full plans and confidence is $615,850.15
3. TOTAL PROJECT IS ~~$ 993,615.45~~ $993,615.45
4. LEFT DEZIGN IS $ 273,822.32



EXHIBIT B

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-81 approving Construction Administrative Services for Water Treatment Plant #2 Upgrade and Water System Modeling Updates

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 3, 2025

MEETING DATE: October 13, 2025

BACKGROUND: Staff received a Scope & Fee Proposal from John Collins Engineering Associates, LLC for construction administration services for the water treatment plant #2 water system modeling updates in the amount of $89,968.19. This agreement is to provide professional engineering construction administrative services for the continued upgrades at water treatment plant #2 on Mayport Road.

The scope of services from John Collins Engineering Associates, LLC includes all contract documents, meetings, site visits, reviewing pay requests, shop drawing reviews, change orders, inspections, FDEP Certifications and permit close out documents.

The City has a Professional Engineering Services Agreement with John Collins Engineering Associates, LLC, and this scope of work would be Task Authorization No. RFQ25-01-JCEA-TA #2 under said agreement.

BUDGET: Funds have been budgeted for this service in the Public Utilities Water Production account 400-5502-533-3100 in the amount of $125,000.

RECOMMENDATION: Approve Resolution No. 25-81 authorizing staff to issue a Task Authorization to John Collins Engineering Associates, LLC in the amount of $89,968.19 for Construction Administration Services for the Water Treatment Plant #2 Upgrade and Water System Modeling Updates.

ATTACHMENT(S):
1. Resolution No. 25-81
2. Proposal from John Collins

REVIEWED BY CITY MANAGER: WSH

RESOLUTION NO. 25-81

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WATER TREATMENT PLANT #2 UPGRADES; 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, staff received a Scope & Fee Proposal from John Collins Engineering Associates, LLC (JCEA) in the amount of $89,968.19 to perform construction administration services for the water treatment plant #2 upgrades project; and

WHEREAS, JCEA will provide all contract documents, meetings, site visits, reviewing of pay requests, shop drawing reviews, change orders, inspections, FDEP Certifications and permit close out documents; and

WHEREAS, the City has a Professional Engineering Services Agreement with JCEA, and this scope of work would be Task Authorization No. RFQ25-01-JCEA-TA #2 under said Agreement; and

WHEREAS, funding is available in account No. 400-5502-533-3100 in the amount of $125,000; and

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

Section 1. The City Commission hereby authorizes the City Manager to execute Task Authorization No. RFQ 25-01-JCEA-TA #2 to John Collins Engineering Associates, LLC in the amount of $89,968.19 for construction administration services for the water treatment plant #2 upgrades, as described in the JCEA Scope & Fee Proposal, and;

Section 2. The City Commission hereby authorizes the City Manager to approve a purchase order to John Collins Engineering Associates, LLC in accordance with and as necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of October, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ts

J. COLLINS ENGINEERING ASSOCIATES, LLC

FY 2023 CITY OF ATLANTIC BEACH WATER TREATMENT PLANT #2
WTP#2 UPGRADE & WATER SYSTEM MODELING UPDATE –
CONSTRUCTION ADMINISTRATIVE SERVICES

SCOPE OF WORK

PROJECT NAME: City of Atlantic Beach – Water Treatment Plant #2 Upgrade and Water System Modeling Update

PART 1.0 PROJECT PURPOSE: - The City is in process of upgrading the Water System. Water Treatment Plant #1 is currently under construction for improvements. This project , the Water Treatment Plant #2 Upgrade is approved for construction and the contractor has been selected. The construction work includes upgrades to the pumps, piping, chlorine system and a new water storage reservoir.

PART 2.0 SCOPE OF SERVICES: The scope of services includes:

Water Treatment Plant #2 – Construction Administrative Services

I. Project Definition

II. The scope of work for the Water Treatment Plant #2 Upgrades includes improvements including variable speed drives, replacement of high service pumps, new ground storage reservoir, new chlorine building/converting from gaseous chlorine disinfection to liquid chlorine disinfection, piping/valves, new chlorine injection vault, new electrical/controls and miscellaneous modifications.

III. Construction Administration Services

1. CA Services Work Items

   i. Contract Documents (Conformed drawings, details, contracts, specifications and requirements, etc.
   ii. Request for Additional Information (RFI)
   iii. Kick-off Meeting\Pre-construction meeting
   iv. Site visits
   v. Periodic progress or site meetings (18)
   vi. Review periodic pay requests (18)
   vii. Shop Drawing reviews
   viii. Change Orders
   ix. Final inspections/FDEP Certifications
   x. As-built preparation
   xi. Permit Close-out documents

Estimated Project Duration	18	Months	Construction	June 2025 -Sept 2026			
Work Item D - Construction Phase				Man-Hours			
	Prin/PM	**PE**	**Elec Eng**	**Struct Eng**	**Tech**	**Clerical**	0.0
Pre Construction Meeting							
a. Preparation	1.0	1.0	1.0		1.0		4.0
b. Attend meeting	2.0	2.0	2.0				6.0
c. Meeting minutes prep.	2.0	0.0	1.0		1.0		4.0
Shop drawing reviews	6.0	40.0	28.0	4.0	2.0		74.0
Monthly Progress meetings (18 meetings)							0.0
a. Preparation	4.0	6.0	4.0				14.0
b. Attend meeting	12.0	55.0	55.0	5.0			127.0
c. Meeting minutes prep.	4.0	14.0	4.0	1.0		18.0	41.0
Address Contractor Questions/Site Visits	35.0	45.0	25.0	4.0			109.0
Contractor Pay estimate review/approval (18)	9.0	2.0	1.0			12.0	24.0
Substantial & Final Inspection	4.0	8.0	8.0	2.0	2.0		24.0
FDEP Certification	4.0	4.0	0.0	0.0	2.0		10.0
Record Documents Preparation	20.0	7.3	10.0	3.0			40.3
Field Vists during construction (not construction meeting)	3.0	8.0	8.0	6.0	8.0		33.0
Operation & Maintenance Manuals	2.0	14.0	8.0				24.0
(based on Vendor Submittals)							
Man-Hr Subtotal	108.0	206.3	155.0	25.0	16.0	30.0	534.3
Rate	$62.00	$61.00	$63.00	$68.00	$48.00	$22.00	
Subtotal	$6,696.00	$12,581.25	$9,765.00	$1,700.00	$768.00	$660.00	$32,170.25
				Total salary			$32,170.25
				Overhead	150%		$48,255.38
				Profit	10%		$8,042.56
				Direct Costs			
				Travel			$1,300.00
				Misc			$200.00
				Total Work Item D -Construction Services Fee			**$89,968.19**
Total Fee - Construction Services							**$89,968.19**

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-82 approving Construction Administrative Services for the Wastewater Treatment Plant Chlorination & Dechlorination System Improvements Project

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 3, 2025

MEETING DATE: October 13, 2025

BACKGROUND: Staff received a Scope & Fee Proposal from John Collins Engineering Associates, LLC to perform construction administration services for the wastewater treatment plant chlorination & dechlorination system improvements project in the amount of $33,834.50.

The scope of services from John Collins Engineering Associates, LLC, received June 2025, includes all contract documents, meetings, site visits, reviewing pay requests, shop drawing reviews, change orders, inspections, FDEP Certifications and permit close out documents.

The City has a Professional Engineering Services Agreement with John Collins Engineering Associates, LLC, and this scope of work would be Task Authorization No. RFQ25-01-JCEA-TA #1 Task II under-said agreement.

BUDGET: Funds have been budgeted for this service in the Public Utilities Water Production account 410-5508-535-3100 in the amount of $69,500.00.

RECOMMENDATION: Approve Resolution No. 25-82 authorizing staff to issue a Task Authorization to John Collins Engineering Associates, LLC in the amount of $33,834.50 for Construction Administration Services for the wastewater treatment plant chlorination & dechlorination system improvements project as described in the Scope & Fee Proposal dated June 2025.

ATTACHMENT(S):
1. Resolution No. 25-82
2. Proposal from John Collins

REVIEWED BY CITY MANAGER: WBL

RESOLUTION NO. 25-82

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WASTEWATER TREATMENT PLANT CHLORINATION & DECHLORINATION SYSTEM IMPROVEMENTS; 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, staff received a Scope & Fee Proposal from John Collins Engineering Associates, LLC (JCEA) in the amount of $33,834.50 to perform construction administration services for the wastewater treatment plant chlorination & dechlorination system improvement project; and

WHEREAS, JCEA will provide all contract documents, meetings, site visits, reviewing of pay requests, shop drawing reviews, change orders, inspections, FDEP Certifications and permit close out documents; and

WHEREAS, the City has a Professional Engineering Services Agreement with JCEA, and this scope of work would be Task Authorization No. RFQ25-01-JCEA-TA #1 Task II under said Agreement; and

WHEREAS, funding is available in account No. 410-5508-535-3100 in the amount of $; and

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

Section 1. The City Commission hereby authorizes the City Manager to execute Task Authorization No. RFQ 25-01-JCEA-TA #1 Task II to John Collins Engineering Associates, LLC in the amount of $33,834.50 for construction administration services for the wastewater treatment plant chlorination & dechlorination system improvements, as described in the JCEA Scope & Fee Proposal, dated June 2025, and;

Section 2. The City Commission hereby authorizes the City Manager to approve a purchase order to John Collins Engineering Associates, LLC in accordance with and as necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of October, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ts

J. COLLINS ENGINEERING ASSOCIATES, LLC

CITY OF ATLANTIC BEACH WASTEWATER TREATMENT PLANT CHLORINATION & DECHLORINATION SYSTEM IMPROVEMENTS
TASK II - CONSTRUCTION ADMINISTRATIVE SERVICES
June 2025
SCOPE OF WORK

PROJECT NAME: City of Atlantic Beach – Wastewater Treatment Plant Chlorination and Dechlorination System Improvements

PART 1.0 PROJECT PURPOSE: City has ongoing chlorination/dechlorination system improvements to the Wastewater Treatment Plant to upgrade to a new liquid feed chlorination system and eliminate the chlorine gas feed system at the City's Wastewater Treatment Plant. The scope of work for Task I – PRELIMINARY ENGINEERING PHASE and Task II - PERMITTING, DESIGN & BIDDING has been completed. This work is for CONSTRUCTION ADMINISTRATION SERVICES.

PART 2.0 SCOPE OF SERVICES: The scope of services includes:

Task II – Wastewater Treatment Plant - Construction Administrative Services – Chlorination/Dechlorination System Improvements

Project Definition

1. The scope of design/CA services is a Chlorination System conversion from the current system which utilizes gaseous chlorine (ton cylinders) to a sodium hypochlorite feed system as well as the conversion of the dechlorination system from gas to liquid feed. A storage building is included.

2. Construction Administration (CA) Services (12 months)

    1. CA Services Work Items

        i. Contract Documents (Conformed drawings, details, contracts, specifications, and requirements, etc.

        ii. Request for Additional Information (RFI)

        iii. Limited Engineering site visits. Building permit applications and supporting documents,

        iv. Kick-off Meeting\Pre-construction meeting

        v. Documentation & compliance for loans or grants

        vi. Limited Engineer Site visits. No Onsite Inspector Services

        vii. Periodic progress meetings

        viii. Review periodic pay requests.

J. COLLINS ENGINEERING ASSOCIATES, LLC

ix. Shop Drawing reviews & Submittal Log
x. Change Orders & Change Order Log
xi. Substantial & Final inspections
xii. Operation and maintenance manuals,
xiii. As-built assistance
xiv. Permit Close-out documents.

CITY OF ATLANTIC BEACH - WWTP CHLORINE SYSTEM IMPROVEMENTS
WORK ITEM C - CONSTRUCTION ADMINISTRATION SERVICES COST PROPOSAL

	Prin	PM PE	Elec Eng	Struc Eng	Tech	Clerical	Total
Work Item C- Construction Services			Man-Hours				
Pre Construction Meeting							0.0
a. Preparation	1.0	1.0	1.0				3.0
b. Attend meeting	2.0	2.0	2.0				6.0
c. Meeting minutes prep.	1.0	0.0	1.0		1.0		3.0
Shop drawing reviews	2.0	16.0	14.0	4.0	1.0		35.0
Monthly Progress meetings (11)							0.0
a. Preparation	4.0	6.0	4.0				14.0
b. Attend meeting	2.0	22.0	14.0	3.0			41.0
c. Meeting minutes prep.	2.0	11.0	4.0	1.0			18.0
Miscellanous Site Visits During Construction	2.0	10.0	8.0	4.0			24.0
Contractor Pay estimate review/approval (11)	6.0	1.0	1.0				8.0
Substantial & Final Inspection	2.0	4.0	4.0	2.0	1.0		13.0
FDEP Certification	2.0	4.0	0.0	0.0	1.0		7.0
Record Documents Preparation	1.0	6.0	3.0	3.0	3.0		16.0
Operation & Maintenance Manuals (based on Vendor Submittals)	1.0	4.0	4.0				9.0
Man-Hr Subtotal	28.0	87.0	60.0	17.0	7.0	0.0	197.0
Rate	$63.00	$62.00	$63.00	$52.00	$48.00	$22.00	
Subtotal	$1,764.00	$5,394.00	$3,780.00	$884.00	$336.00	$0.00	$12,158.00
				Total salary			$12,158.00
				Overhead	150%		$18,237.00
				Profit	10%		$3,039.50
				Direct Costs			
				Travel			$300.00
				Misc			$100.00
				Total Task 3 -Construction Services Fee			**$33,834.50**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-83 authorizing the City Manager to provide $65,000 Fiscal Year 2025-26 funding for artistic, recreational and cultural programs, events and projects.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: October 2, 2025

MEETING DATE: October 13, 2025

SUMMARY: In accordance with Article I, Section 2-2, of the City of Atlantic Beach Code of Ordinances, the City may award grants or otherwise contribute City funds or other support to artistic, recreational, and cultural programs, events or projects which benefit the residents of Atlantic Beach, as follows:

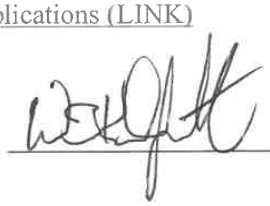
1. Requests for contributions to such programs, events or projects shall be submitted to the Cultural Arts and Recreational Advisory Committee, now named Arts, Recreation and Culture Advisory Committee (ARCC).
2. ARCC will make recommendations on any such requests to the City Commission, who will then make the final decision on funding the request.
3. Any request for contributions which are not artistic, recreational, or cultural in nature shall be submitted directly to the City Commission for consideration.

At a daylong Aug. 27 ARCC meeting, FY 2025-26 grant applications gave presentations and answered questions from committee members. The committee unanimously voted at its Sept. 9 meeting to recommend funding in the amount of $65,000 as delineated in Resolution No. 25-83.

BUDGET: FY 2025-26 funding is in Account No. 001-6010-572-82-00

RECOMMENDATION: Approval of Resolution No. 25-83

ATTACHMENT: Resolution No. 25-83
Grant applications (LINK)

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-83

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE $65,000 IN FISCAL YEAR 2025-26 GRANT FUNDING FOR ARTISTIC, RECREATIONAL AND CULTURAL PROGRAMS, EVENTS AND PROJECTS UTILIZING FUNDS BUDGETED IN ACCOUNT NO. 001-6010-572-82-00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDER(S) IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Article I, Section 2-2, of the City of Atlantic Beach Code of Ordinances, the City "may contribute city funds or other support to artistic, recreational, or cultural programs, events or projects which benefit the residents of Atlantic Beach," and establishes guidelines, accordingly; and

WHEREAS, the Arts, Recreation and Culture Committee (ARCC) is tasked with reviewing grant funding requests and making recommendations to the City Commission; and

WHEREAS, ARCC followed its application guidelines for grant requests, reviewed the requests, and made a funding recommendation to the City Commission; and

WHEREAS, funds for this purpose are allocated in Account No. 001-6010-572-82-00.

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

SECTION 1. The City Commission hereby authorizes the City Manager to provide FY 2025-26 grants to the following organizations and schools, utilizing funds allocated in Account No. 001-6010-572-82-00, as follows:

$3,500	Beaches Fine Arts Series
$5,000	Beaches Juggling Club
$2,400	Beaches Museum Atlantic Beach Exhibit
$5,000	Brush Up Canvas Paint Class
$5,000	Chair Yoga – Tony Hanneken
$2,452	Fitness & Character Education
$5,000	First Coast Comedy
$4,000	Here Tomorrow Concert
$4,100	New Age Hippy Life in Balance
$3,620	Outdoor Escape Room Experiences – Eran Tobol
$5,000	PossAbilities Plus SociAbilities
$5,000	Preventative Health with Tai Chi
$5,000	First Act Childrens' Theatre Reminiscence Project

$2,000 Sacred Seasons – Aurora Farber
$5,000 Sewing Lessons for Beginners – Kimberly Rookey
$2,928 Yoga in the Park – Tracy Marko

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

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of October, 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
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, AICP Neighborhoods Department Director

TODAY'S DATE October 8, 2025

MEETING DATE: October 13, 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.

At the second reading of the ordinance on September 22, the Commission voted (3-2) to eliminate all requirements related to residential stormwater management. These revisions are detailed in Exhibit A.

It is important to note that the changes adopted at second reading are not aligned with the 2030 Comprehensive Plan, specifically Infrastructure Element Goal C.2, Objective C.2.1, and Policies C.2.1.1 and C.2.1.2.

Should the Commission wish to proceed with the removal of residential stormwater storage requirements, staff recommends initiating amendments to the Comprehensive Plan to ensure consistency.

Goal C.2

Adequate stormwater management and provisions for drainage shall be provided to afford reasonable protection from flooding and to prevent degradation in the quality of receiving surface water and ground water.

Objective C.2.1

Protection of Natural Drainage Features

The City shall maintain provisions, in accordance with the Stormwater Master Plan, within the Land Development Regulations that establish a basis for orderly provision of drainage facilities so as to protect natural drainage features and to ensure that future development utilizes drainage facilities consistent with the City's Level of Service standards and the Stormwater Master Plan.

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.

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.1.2.5 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. The first public hearing was held on September 22nd and the second public hearing is being held on October 13th.

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

A Business Impact Estimate is <u>not</u> required because the following exemption applies:

The proposed ordinance is enacted to implement a development orders and development permits, as those terms are defined in Section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes.

BUDGET: None

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

ATTACHMENTS: Ordinance No. 90-25-257
Exhibit A

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 reading on September 22, 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% imperviousby 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.~~

Exhibit A

~~(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.~~

(c~~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.

(d~~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.

(e~~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.

(f~~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.

(g~~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)

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, AICP, Neighborhoods Department Director

TODAY'S DATE October 8, 2025

MEETING DATE: October 13, 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.

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. City During

the first read of the proposed ordinance on September 22nd, Commission deliberated the proposed language and Community Development Board's recommendation. A motion to approve the proposed Ordinance passed by a vote of 5-0.

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.

REQUIRED ACTION

The City Commission shall review the Community Development Board's recommendation and hold two public hearings to consider Ordinance 90-25-258. The first public hearing was held on September 22nd and the second public hearing is being held on October 13th.

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

A Business Impact Estimate is <u>not</u> required because the following exemption applies:

The proposed ordinance is enacted to implement a development orders and development permits, as those terms are defined in Section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes.

BUDGET: None

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

ATTACHMENTS:

Ordinance No. 90-25-258
Exhibit A

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 22nd day of September, 2025

PASSED by the City Commission on second and final reading this 13th day of October, 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

EXHIBIT A

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~~

EXHIBIT A

~~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

EXHIBIT A

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

EXHIBIT A

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.

EXHIBIT A

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)

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 95-25-127 amending Chapter 18- Solicitations, Section 18-1 Definitions to modify existing definitions; Section 18-2, Permits, registration and fingerprinting required to require Duval County Clerk of Courts permit prior to submission; Section 18-8, Exceptions; Section 18-9, Penalties to clarify this process; providing for purpose and intent; providing for conflict; providing for codification; providing for severability; and providing an effective date.

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: October 1, 2025

MEETING DATE: October 13, 2025

BACKGROUND: Staff recommends amending the City's solicitation ordinance to streamline the permitting process and improve regulatory compliance. The current ordinance requires applicants to undergo a background check and be fingerprinted; however, the Police Department does not have the capability to perform fingerprinting, creating challenges in enforcing this requirement.

The proposed amendment aligns the City's process with Florida Statute 501.022, which mandates that all solicitors obtain a solicitation permit through their local Clerk of Court. This state-mandated process includes comprehensive requirements, such as background checks and fingerprinting.

Additionally, to promote greater accountability for tree-related solicitation, staff recommends requiring solicitors to obtain the City's Verified Tree Service Certification. This ensures that tree service providers are knowledgeable of and compliant with the City's tree protection regulations outlined in Chapter 23 of the City Code.

These proposed amendments have been reviewed by the Police Department and other relevant City departments to ensure consistency with existing regulations and feasibility of implementation.

BUDGET: None

RECOMMENDATION: Approve Ordinance No. 95-25-127

ATTACHMENT(S): Ordinance No. 95-25-127
Exhibit A
Business Impact Statement

REVIEWED BY CITY MANAGER:

ORDINANCE NO. 95-25-127

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 18 of the Code of Ordinances for the City of Atlantic Beach provides for the regulations for door-to-door solicitations in the city; and

WHEREAS, the City seeks to clarify the regulations and require applicants to obtain and submit the approved Duval Clerk of Courts soliciting applications as required by Florida State Statutes 501.022; and

WHEREAS, the City desires to require all tree-related solicitations to first obtain verification under the City of Atlantic Beach Tree Service Statute before applying for a permit; and

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

SECTION 1. Regulation Amended. Chapter 18 Solicitation, of the City of Atlantic Beach, Florida, Code of Ordinances 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 shown in Exhibit A.

SECTION 2. Purpose and Intent. The purpose and intent of this Ordinance is to update the code to clarify and streamline the solicitation permitting process.

SECTION 3. 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 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 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 changes to Chapter 18 (exhibit A) into the City's Code of Ordinances. Sections of the Chapter

may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 18 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. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this ____ day of _____, 2025.

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

ATTEST:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Approved as to form and correctness:

_____

Jason R. Gabriel, Esq.
City Attorney

Exhibit A

Chapter 18 SOLICITATIONS

Sec. 18-1. Definitions.

[The following definitions, when used in this chapter, shall have the meanings ascribed to them in this section, except where context clearly indicates a different meaning:]

Charitable shall mean of or relating to any benevolent, civic, educational, fraternal, philanthropic, religious, humane, patriotic, voluntary health or other eleemosynary activity or cause.

Donation shall mean the act of making a gift or contribution to a charitable activity or cause, including, but not limited to, contributions of clothing, food, money, pledges, property, subscriptions or anything else of value.

Person shall mean any individual, firm, partnership, corporation, company, association, society, organization, trust, group or league.

Solicitation shall mean the door-to-door request, either directly or indirectly, for any donation or contribution, including, but not limited to, any oral, ~~or~~ written request or material designed to hang or be affixed to a door or entry way; the offer or attempt to sell any article, service, publication, advertisement, subscription, membership or other thing; the announcement through the press or other media concerning an appeal, drive or campaign to which the public is requested to make a donation. A solicitation shall be deemed to have taken place when the request is made, whether or not the person making the request receives any donation or makes a sale.

Solicitor shall mean any individual going door-to-door or operating on public property who requests, either directly or indirectly, any donation or contribution, including, but not limited to, any oral ~~or~~ written request or material designed to hang or be affixed to a door or entry way, or any individual who attempts to sell any article, service, publication, advertisement, subscription, membership or other thing.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Sec. 18-2. Permit; registration ~~and fingerprinting~~ required.

Each and every solicitor, before entering into or upon a residential premises or on public property within the city for the purpose of soliciting, shall register with the city manager or designee, obtain a permit, and furnish the city manager or designee with the following:

(1) ~~The name, local and permanent addresses, age, race, weight, height, color of hair and eyes and any other distinguishing physical characteristics of the applicant~~ A valid solicitors permit from the Duval County Clerk of Courts.;

~~(2) The nature or purpose for which solicitations will be made and the nature of the goods, wares or merchandise offered for sale;~~

(~~3~~2) The name and address and copy of the business tax receipt of the employer or organization represented; and~~, if any;~~

(~~4~~3) ~~A statement as to whether the applicant has been convicted of any felony or misdemeanor and, if so, the nature of the offense, when and where convicted and the penalty or punishment assessed therefor;~~ If the service being offered is tree service related copy of verified tree service provider certificate.

(5) The City of Atlantic Beach permit will expire at the same time as the Duval County Clerk of Courts permit.

(~~5~~) ~~A complete set of fingerprints taken by the chief of police or his designee; and~~

(~~6~~) ~~Authorization for a criminal background investigation.~~

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-3. Fees.

A fee of thirty-five dollars ($35.00) to cover the cost of investigation of the applicant and processing of the application shall be paid to the city manager or designee when the application is filed and shall not be returnable under any circumstances. In addition to the aforementioned fee, each solicitor shall be required to pay for a solicitor's permit as provided in section 20-59 of the City Code.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-4. Regulations and prohibitions.

(a) While engaged in soliciting in or upon residential premises, each solicitor shall carry and prominently display the permit issued by the city manager or designee which shall contain the name, address and telephone number of the solicitor, as well as the name of the person or organization for whose benefit or on whose behalf the solicitor is acting.

(b) No solicitor shall in any way unlawfully obstruct, delay or interfere with the free movements of any person against that person's will or seek to coerce or physically disturb any other person.

(c) No solicitor shall in any way unlawfully obstruct, delay or interfere with vehicular traffic within the city.

(d) No solicitor shall solicit door-to-door at any residence between the hours of sunset and 9:00 a.m.

(e) No solicitor shall solicit, except under the conditions permitted, if permit required, by section 18-2.

(f) It shall be unlawful to solicit at, nor enter upon, any premises within the city where a "No Solicitation" sign is posted in accordance with the provisions of this subchapter, unless otherwise invited onto the premises for that purpose.

(g) It is unlawful for any person in connection with the planning, conduct or execution of any solicitation to:

(1) Make misrepresentations or misleading statements to the effect that any other person or organization sponsors or endorses such solicitation, approves of its purpose, or is connected therewith, when that person or organization has not given written consent to the use of its name.

(2) Represent that the contribution is for or on behalf of an organization or sponsor or to use any emblem, device or printed matter belonging to or associated with an organization or sponsor, without first being authorized in writing to do so by the organization or sponsor.

(3) Use a name, symbol, emblem, device, service mark or statement so closely related or similar to that used by another organization or sponsor that the use thereof would mislead the public.

(4) Falsely state that the person is a member of or a representative of an organization or sponsor, or falsely state or represent that the person is a member of or represents a law enforcement or emergency service organization.

(5) Misrepresent or mislead anyone by any manner, means, practice or device whatsoever to believe that the person or organization on whose behalf the solicitation or sale is being conducted is a charitable organization or sponsor, or that any of the proceeds of the solicitation or sale will be used for charitable or sponsor purposes, if that is not the fact.

(6) Represent that a charitable organization or sponsor will receive a fixed or estimated percentage of the gross revenue from a solicitation campaign greater than that identified in any filings required under Chapter 496, Florida Statutes, or that a charitable organization or sponsor will receive an actual or estimated dollar amount or percentage per unit of goods or services purchased or used in the charitable or sponsor sales promotion that is greater than that agreed to by the commercial coventurer and the charitable organization or sponsor.

(7) Use or exploit the fact of registration or the filing of any report with any governmental agency so as to lead any person to believe that such registration in any manner constitutes an endorsement or approval by the state.

(8) Make misrepresentations or misleading statements to the effect that a contribution or the display of any sticker, emblem or insignia offered to contributors will entitle such other person to any special treatment by emergency service employees or law enforcement officers in the performance of their official duties.

(9) Solicit contributions from another person or organization while wearing the uniform of an emergency service employee or law enforcement officer, or while on duty as an emergency service employee or law enforcement officer, except where the solicitation is for an organization exempt from federal income tax under s.501(c)(3) of the Internal Revenue Code or except when soliciting contributions to benefit an emergency service employee or law enforcement officer who has been injured in the line of duty or to benefit the family or dependents of an emergency service employee or law enforcement officer who has been killed in the line of duty.

(10) Solicit contributions on behalf of another person or organization using any statement that the failure to make a contribution shall result in a reduced level of law enforcement services being provided to the public or the person solicited.

(11) Employ in any solicitation any device, scheme or artifice to defraud or to obtain a contribution by means of any deception, false pretense, misrepresentation or false promise.

(12) Notify any other person by any means, as part of an advertising scheme or plan, that the other person has won a prize, received an award or has been selected or is eligible to receive anything of value if the other person is required to purchase goods or services, pay any money to participate in or submit to a promotion effort.

(13) Fail to provide complete and timely payment of the proceeds from a solicitation campaign to a charitable organization or sponsor organization.

(14) Fail to apply contributions in a manner substantially consistent with the solicitation.

(15) Fail to identify his professional relationship to the person for whom the solicitation is being made.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-5. Posting of "No Solicitation" sign.

Any person in possession or in charge of any premises within the city who desires to remain undisturbed by the visit of uninvited solicitors may post or place in a conspicuous place near or at the entrance of the premises a sign containing the words "No Solicitation" or a substantially similar message in letters easily read by a person approaching the premises.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Sec. 18-6. Inspection of books and records.

Upon request of the city manager or designee, the holder of a permit shall make available for inspection, by any agent of the city, all books, records and papers pertaining to the registered solicitation at any reasonable time while the permit is in effect or after it has expired.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-7. Revocation.

The city manager or designee shall revoke any permit issued under this article if he or she finds that the permittee has given false information or has knowingly withheld information in obtaining same or upon violation of any portion of this chapter.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-8. Exceptions.

The provisions of subsections 18-2(~~4), (5), and (6),~~ and section 18-3 shall not apply or require a permit for ~~to~~:

(1) Any person who visits any residence or apartment at the request or invitation of the owner or occupant thereof;

(2) Unpaid members of any civic or charitable organization who are registered as such with the city manager or designee and the names of the solicitors have been listed as such members and the organization has provided each person listed with an approved means of identification with the organization represented;

(3) Newsboys soliciting subscriptions to any newspaper for home delivery within the city;

(4) Route deliverymen who make deliveries to regular customers and whose solicitation is only incidental to their regular deliveries;

(5) Solicitors or agents of life or other insurance companies who hold a license issued by the insurance commissioner of the state; and

(6) Any charitable, religious, fraternal, youth, civic, service or other organization when the organization makes occasional sales or engages in fundraising projects when the projects are performed exclusively by the members thereof and when the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth, civic and service activities of the organization.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-9. Penalties.

~~Any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine not exceeding five hundred dollars ($500.00) or by imprisonment not exceeding ninety (90) days, or both.~~

Any person who violates this code is punishable as provided in Section 1-11 of the Code of Ordinances.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Business Impact Estimate Form

CITY OF ATLANTIC BEACH, FLORIDA

Ordinance Title: **AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Ordinance Number: 95-25-127

Date: October 8, 2025

Pursuant to Florida Statute 166.041(4), the City of Atlantic Beach has prepared this Business Impact Estimate for the proposed ordinance described below. This estimate is provided to inform the public and businesses of the potential economic impacts of the proposed ordinance, as required by law.

1. Summary of the Proposed Ordinance (statement of public purpose):

The proposed ordinance serves the public health, safety, morals, and welfare of the City of Atlantic Beach, Florida by:

Clarifying the process through which solicitors apply for a permit, ensuring they have undergone proper vetting and are in full compliance with FSS 501.022. This process is designed to safeguard the community by verifying the legitimacy of solicitors and reducing the risk of fraudulent or unsafe activity.

The ordinance requires proposed solicitors to obtain a permit through Duval Clerk of Courts prior to applying for the city's solicitors permit.

2. Estimated Direct Economic Impact on Private, For-Profit Businesses:

The following estimates outline the direct economic impact of the proposed ordinance on private, for-profit businesses within the [Insert Name of Municipality], as required by Florida Statute 166.041(4)(a)(2).

a. Estimated Direct Compliance Costs

Business will incur the cost of obtaining a permit through the clerk of courts. The city currently has permit fees associated with the current ordinance and these fees are not increasing.

b. Identification of New Charges or Fees

No new charges or fees are proposed.

c. Estimated Municipal Regulatory Costs (including estimated revenues from any new charges or fees to cover such costs)

- The municipality estimates regulatory costs of $1,500] for the issusance of the permit through the building department and enforcement (if needed) through the police department.
- These costs will be offset by the permit fees.

3. Good Faith Estimate of Businesses Likely Impacted

- Approximately 10 businesses are estimated to be impacted, based on previous inquiries for solicitation permits. [

4. Additional Information

- The proposed ordinance does not apply non-profit organizations.

Posted on: agenda packet in the staff report (09.24.25)

Website: https://coab.us/

Note: This Business Impact Estimate is provided in compliance with Florida Statute 166.041(4). Certain ordinances, such as those related to budgets, debt issuance, or compliance with federal or state law, may be exempt from this requirement.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: APP25-0006 (Appeal of a decision of the Community Development Board for variance ZVAR25-0013 at 345 10th Street)

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: October 8, 2025

MEETING DATE: October 13, 2025

BACKGROUND: The owner, Maureen Lamar, is appealing the final decision of the Community Development (CDB) for variance ZVAR25-0013 made on July 15, 2025.

The applicant is seeking a variance to build an addition above a legal non-conforming portion of the single-family home in the eastern side yard of the property.



A public hearing was held and said request was considered by the City of Atlantic Beach Community Development Board (CDB) on July 15, 2025. Having considered the application, supporting documents, and comments from members of the public, the Community Development Board **DENIED** the approval of the variance. The Community Development Board made a motion to approve the variance based on Section 24-65(f)(3), "exceptional circumstances preventing reasonable use of the property compared to others in the area". The motion to approve failed with a vote of 3-3, therefore; denying the variance request. The CDB found that the request did not meet any grounds from Section 24-65(c) of the Land Development Regulations establishing grounds for approval of a variance.

This property is 50 feet wide by 150 feet deep and is located within the Residential, Single-Family (RS-2) zoning district. In 2013, the former owner split the 100-foot lot into the original two 50-foot platted lots. At the time platted lots of record could be split back to the original platted boundaries. However, they are now considered a nonconforming lots because they do not meet the min. zoning lot width of 75 feet.

In accordance with Section 24-85(b)(1), nonconforming lots of record, of the Land Development Regulations at that time:

> "Where a lot or parcel of land has a lot area or frontage that does not conform with the requirements of the zoning district in which it is located, but was a legally established

and documented lot of record prior to adoption of this Code (January 1, 2002) or previous codes and applicable City of Atlantic Beach ordinances, such lot or parcel of land may be used for one single-family dwelling in any residential zoning district, provided the minimum yard requirements for that residential zoning district are maintained, or provided that the owner of said lot has obtained a variance from the Community Development Board, in accordance with the requirements of Section 24-64 of this Chapter."

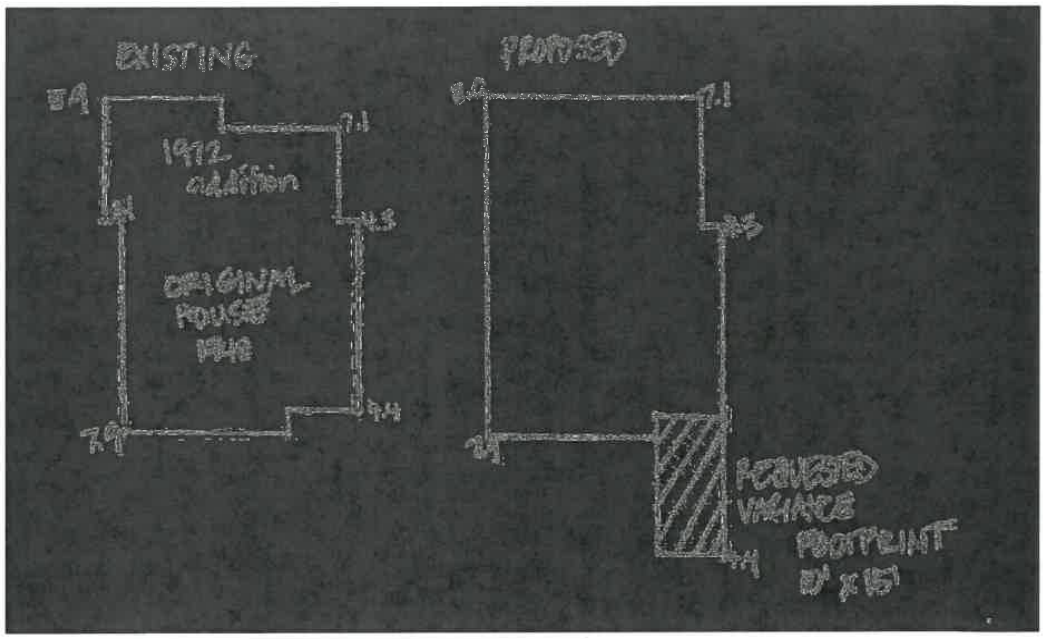
Within the RS-2 zoning district, a minimum of fifteen (15) feet of combined side yard setbacks are required, with there being at least five (5) feet on each side. As constructed and measured from the front of the structure, the side yard setbacks are 5.9 feet to the western property line and 4.3 feet to the eastern property line, for a total of 10.2 feet, which is 4.8 feet short of the required minimum. As part of the lot split a variance was granted to cure the nonconforming nature of side yard setbacks.

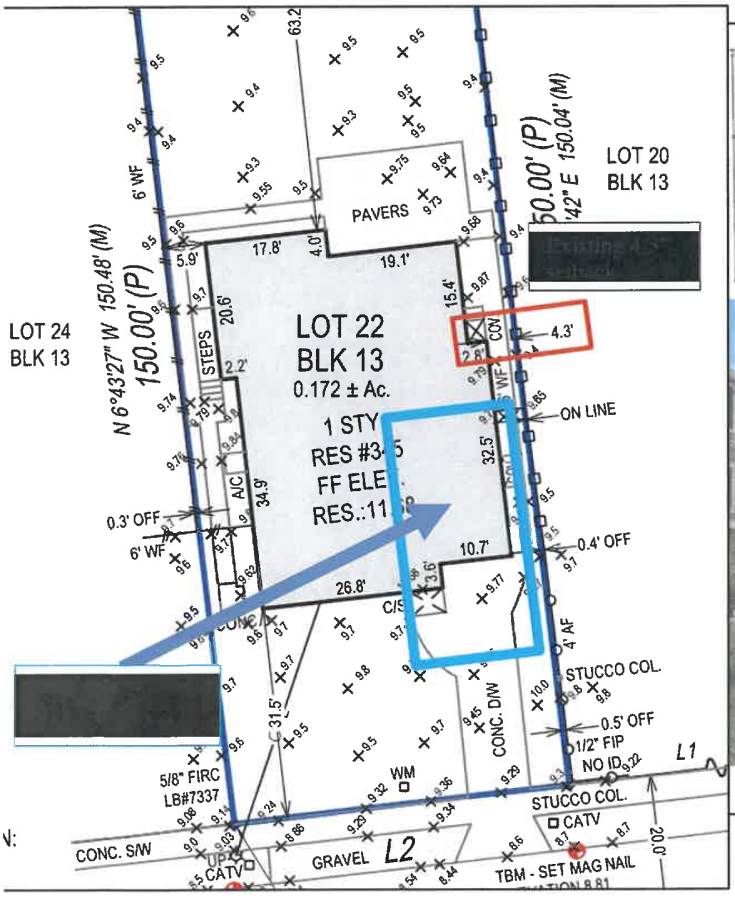
VARIANCE REQUEST:

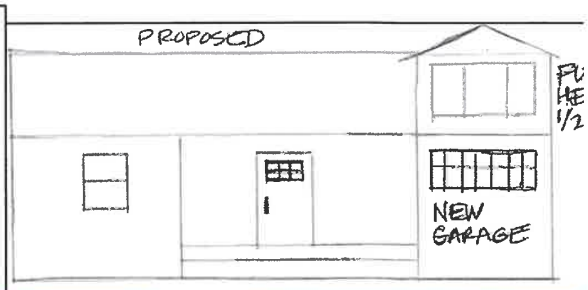
The applicant is now proposing to add a second story addition over the southeast portion of the property that extends to the front yard setback. They are proposing to create a livable second story space. Pictured below is the existing ½ story above the former garage.






EXISTING
PROPOSED
1912 addition
ORIGINAL HOUSE 1912
REQUESTED VARIANCE FOOTPRINT
5' X 15'


LOT 22
BLK 13
0.172 ± Ac.
LOT 20
BLK 13
LOT 24
BLK 13
PAVERS
STEPS
ON LINE
0.3' OFF
0.4' OFF
0.5' OFF
STUCCO COL.
CONC. DW
CONC. S/W
GRAVEL
L2
L1
TBM - SET MAG NAIL
5/8" FIRC
LB#7337
1/2" FIP
NO ID
CATV


PROPOSED
NEW GARAGE


EXISTING

The applicant is requesting a variance from Section 24-85(b) which states, *"No nonconforming structure shall be expanded or enlarged unless such expansion or enlargement complies with the terms of this section and other applicable provisions of this chapter, including without limitation, building setbacks."* A nonconforming legal structure is a structure or building which does not conform to the land development regulations applicable to the zoning district in which the structure is located, but which was legally established prior to effective date of such land development regulations. Although the reduced setbacks were approved through a variance, the structure is still considered legal nonconforming and any additions beyond the scope of the original variance requires a new variance. This variance request only applies to the proposed addition.

ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

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

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

The applicant identified this as a ground for approval. See the application for additional comments.

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

The applicant identified this as a ground for approval. See the application for additional comments.

(4) ***Onerous effect of regulations enacted after platting or after development of the property or after***

The applicant identified this as a ground for approval. See the application for additional comments.

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

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

BUDGET: None

RECOMMENDATION: Review and vote on APP25-0006 (an approval of the appeal would approve the variance (ZVAR25-0013) and a denial would deny the variance)

REQUIRED ACTION:
The Commission may consider a **motion to approve APP25-0006/ ZVAR25-0013**, request for a variance to Section 24-85(b)(1), upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below:

1) Exceptional topographic conditions of or near the property.
(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.
(3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.
(4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.
(5) Irregular shape of the property warranting special consideration.
(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

Or,

The Commission may consider a **motion to deny APP25-0006/ZVAR25-0013**, request for a variance from Section 24-85(b)(1) upon finding this request does not meet any of the criteria set forth in section 24-65(c) nor is consistent with the definition of a variance.

A Business Impact Estimate is <u>not</u> required because the following exemption applies:

The proposed ordinance is enacted to implement a development orders and development permits, as those terms are defined in Section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes.

ATTACHMENT(S):
Procedure for Appeals
Appeal Application
Section 24-85 in the Land Development Code
CDB staff report
Variance Application
CDB Meeting Minutes

REVIEWED BY CITY MANAGER:

CITY OF ATLANTIC BEACH
PROCEDURES FOR APPEALS
APPEAL FROM DENIAL OF VARIANCE
BY COMMUNITY DEVELOPMENT BOARD

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

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

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

Suggested Procedure for Appeal Hearings:

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

REFERENCED CODE SECTIONS

Sec. 24-49. - Appeals.

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

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

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

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

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

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

Sec. 24-65. - Variance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The community development board shall not approve any variance that would allow a use that is prohibited by

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Nearby nonconformity.* Nonconforming characteristics of nearby lands, structures or buildings shall not be grounds for approval of a variance.

(g) *Waiting period for re-submittal.* If an application for a variance is denied by the community development board, no further action on another application for substantially the same request on the same property shall be accepted for three hundred sixty-five (365) days from the date of denial.

(h) *Time period to implement variance.* Unless otherwise stipulated by the community development board, the work to be performed pursuant to a variance shall begin within twelve (12) months from the date of approval of the variance. The planning and community development director, upon finding of good cause, may authorize a one-time extension not to exceed an additional twelve (12) months, beyond which time the variance shall become null and void.

(i) *Transferability.* A variance, which involves the development of land, shall be transferable and shall run with the title to the property unless otherwise stipulated by the community development board.

REQUEST FOR APPEAL

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# APP250006

☐ $500.00 Application Fee

**Please submit form in person or to buildng-dept@coab.us

SITE INFORMATION

ADDRESS 345 10th Street

SUBDIVISION 03101 Atlantic Beach BLOCK 13 LOT 22

RE# 170079-0010 ☑ RESIDENTIAL ☐ COMMERCIAL ☐ OTHER

APPLICANT INFORMATION

NAME Maureen Lamar EMAIL mlamar217@icloud.com

ADDRESS 347 10th Street CITY Atlantic Beach STATE FL ZIP CODE 32233

PROPERTY LOCATION _____ PHONE # _____ CELL # (404) 735-9773

RE# _____ LOT/PARCEL SIZE _____ ZONING CODE _____

WHAT ISSUE ARE YOU APPEALING? Denied variance ZVAR23-0013

PLEASE TELL US IN DETAIL WHY YOU ARE APPEALING:

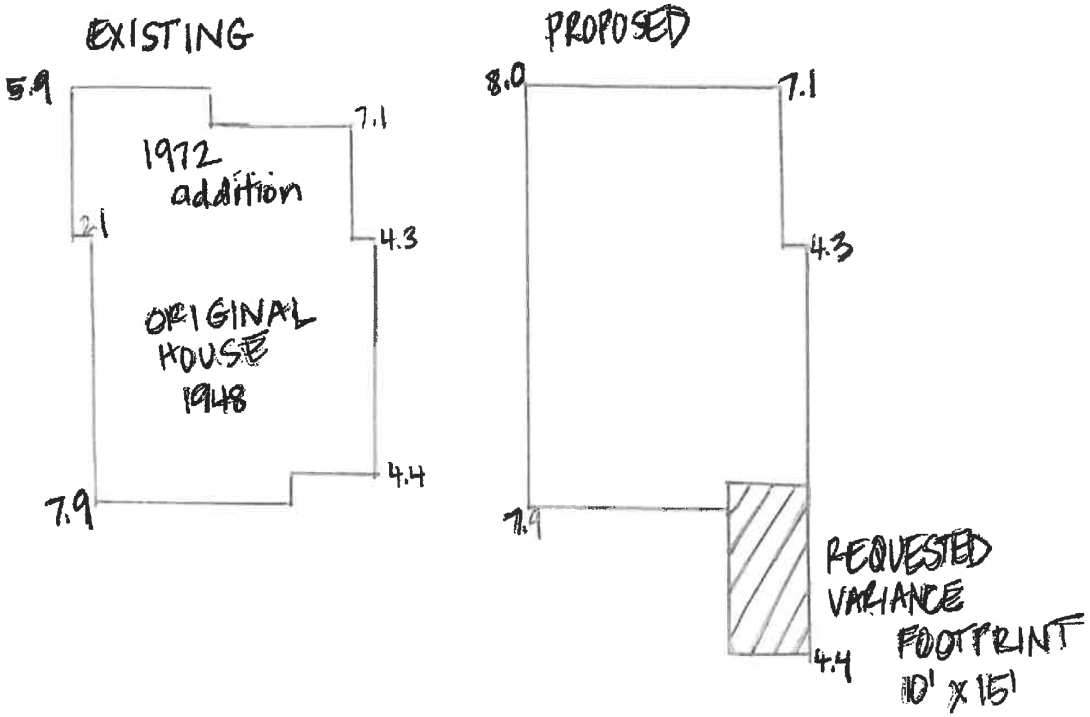
District grounds for approval of a variance:
2. Surrounding conditions or circumstances impacting the property disparately from nearby properties – Size of requested Garage space is 10' wide. Reducing the footprint 7.2' makes an already narrow garage essentially unusable with 8' wide vehicle
3. Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area – 345 10th St. is surrounded by 2 story homes. Creating a second story wouldn't impact the integrity of the neighborhood. In addition, other homes have garages or carports to protect their vehicles.
4. Onerous effect – Home was built in 1948, eleven years prior to established 1959 Atlantic Beach zoning codes.

"In lieu of signed, sworn and notarized signatures of the property owner, agent and/or contractor, and under penalties of perjury, I declare that I have read and examined the foregoing application and that the facts stated in it are true and correct."

Maureen Lamar — SIGNATURE OF APPLICANT
Maureen Lamar — PRINT OR TYPE NAME OF APPLICANT
8/14/2025 — DATE

REQUEST FOR APPEAL 01.29.2025

345 10th STREET







EXISTING

345 10th STREET

Sec. 24-85. - Nonconforming structures and uses.

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

(b) *Nonconforming structures.*

(1) No nonconforming structure shall be expanded or enlarged unless such expansion or enlargement complies with the terms of this section and other applicable provisions of this chapter, including without limitation, building setbacks. See Figure 6 (Enlarging Non-Conforming Structures) below.

(2) Any nonconforming structure, or portion thereof, that is declared unsafe by the city building official, may be restored to a safe condition. Building permits shall be required.

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

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

(5) Any existing nonconforming structure that is encroaching into public right-of-way shall not be rebuilt, enlarged, or structurally altered unless such encroachment is removed.

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

(7) Notwithstanding the foregoing provisions, legal nonconforming residential structures which incur substantial damage by a natural event may be reconstructed within the previously existing footprint and height as lawfully permitted prior to the occurrence of the natural event provided that such reconstruction is started within one (1) year from such natural event and completed within three (3) years.

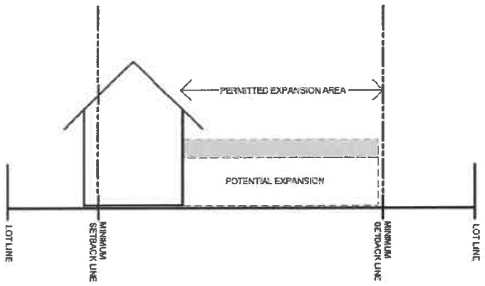


Figure 6 Enlarging Non-Conforming Structures

(c) *Nonconforming uses.*

(1) *Continuation of nonconforming uses.* Uses of land which were lawfully created at the time such uses were established, but which would not be permitted by the restrictions imposed by these land development regulations or by restrictions imposed by the comprehensive plan, may be continued so long as they remain otherwise lawful and in compliance with the provisions of this section.

(2) *Relocation or expansion of nonconforming uses.* A nonconforming use shall not be moved in whole or in part to any other portion of the lot or parcel on which such nonconforming use is located, nor shall a nonconforming use be expanded or enlarged. No additions, expansions, or accessory structures may be constructed which would expand a nonconforming use of land.

(3) *Discontinuance of nonconforming uses.* In the event that a nonconforming use of land is discontinued or abandoned for a period of six (6) months or longer, any subsequent use of such land shall conform to the applicable zoning district regulations as set forth within this chapter as well as applicable provisions of the comprehensive plan.

(4) *Natural event.* Site improvements or structures located on properties containing a legal nonconforming use which incur substantial damage by a natural event may be reconstructed and the nonconforming use may be resumed as lawfully permitted prior to the occurrence of the natural event, provided that such reconstruction is started within one (1) year from such natural event and completed within three (3) years.

(5) *Voluntary demolition.* The voluntary demolition by the owner of any structure containing a nonconforming use shall constitute evidence of willful abandonment of such use and may not be resumed.

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

CITY OF ATLANTIC BEACH
COMMUNITY DEVELOPMENT BOARD
STAFF REPORT

AGENDA ITEM	**4.B**
CASE NO.	**ZVAR25-0013** *Request for a variance to Section 24-85(b)(1) to expand an existing legal nonconforming structure to allow construction of a full story located above the garage at 345 10th Street.*
LOCATION	**345 10th Street**
APPLICANT	**Maureen Lamar**
DATE	**July 10, 2025**
STAFF	**Abrielle Genest, Principal Planner**

STAFF COMMENTS



The applicant, Maureen Lamar, is the owner of 345 10th Street. This property is 50 feet wide by 150 feet deep and is located within the Residential, Single-Family (RS-2) zoning district.

In 2013, the former owner split the 100-foot lot into the original two 50-foot platted lots. At the time platted lots of record could be split back to the original platted boundaries. However, they are now considered a nonconforming lot because it does not meet the min. zoning lot width of 75 feet.

In accordance with Section 24-85(b)(1), nonconforming lots of record, of the Land Development Regulations at that time:

> "Where a lot or parcel of land has a lot area or frontage that does not conform with the requirements of the zoning district in which it is located, but was a legally established and documented lot of record prior to adoption of this Code (January 1, 2002) or previous codes and applicable City of Atlantic Beach ordinances, such lot or parcel of land may be used for one single-family dwelling in any residential zoning district, provided the minimum yard requirements for that residential zoning district are maintained, or provided that the owner of said lot has obtained a variance from the Community Development Board, in accordance with the requirements of Section 24-64 of this Chapter."

Within the RS-2 zoning district, a minimum of fifteen (15) feet of combined side yard setbacks are required, with there being at least five (5) feet on each side. As constructed and measured from the front of the structure, the side yard setbacks are 5.9 feet to the western property line and 4.3 feet to the eastern property line, for a total of 10.2 feet, which is 4.8 feet short of the required minimum. As part of the lot split a variance was granted to cure the nonconforming nature of side yard setbacks.

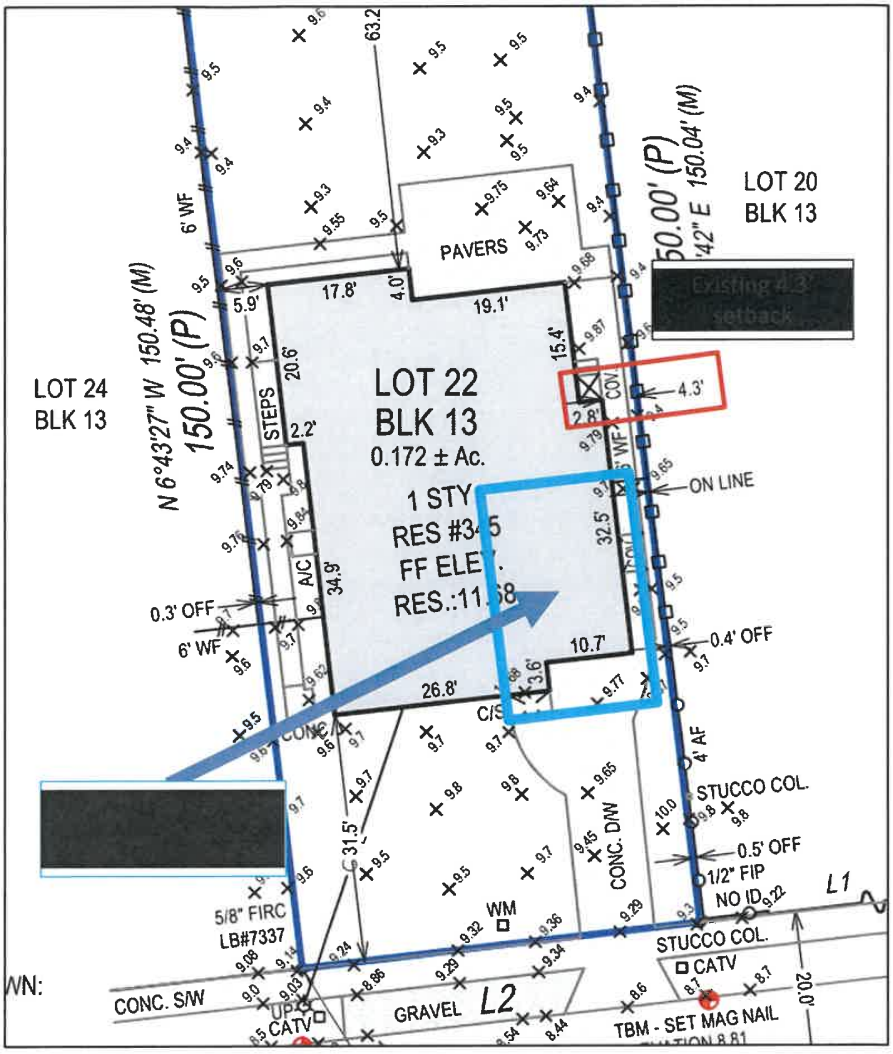
The applicant is now proposing to add a second story addition over the southeast portion of the property that received the reduced sideyard setbacks. They are proposing to create a livable second story space. Pictured below is the existing ½ story above the former garage. Second story additions are required to meet setbacks therefore, the applicant is seeking this variance.







The applicant is requesting a variance from Section 24-85(b) which states, "*No nonconforming structure shall be expanded or enlarged unless such expansion or enlargement complies with the terms of this section and other applicable provisions of this chapter, including without limitation, building setbacks.*" A nonconforming legal structure is a structure or building which does not conform to the land development regulations applicable to the zoning district in which the structure is located, but which was legally established prior to effective date of such land development regulations. Although the reduced setbacks were approved through a variance, the structure is still considered legal nonconforming and any additions beyond the scope of the original variance requires a new variance. This variance request only applies to the proposed addition.



ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

(1) ***Exceptional topographic conditions of or near the property.***
(2) ***Surrounding conditions or circumstances impacting the property disparately from nearby properties.***
(3) ***Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.***
(4) ***Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.***
The applicant identified this as a ground for approval. See the application for additional comments.
(5) ***Irregular shape of the property warranting special consideration.***
(6) ***Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.***

REQUIRED ACTION

The Community Development Board may consider a **motion to approve ZVAR25-0013**, request for a variance to Section 24-85(b)(1), upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below.

A variance may be granted, at the discretion of the Community Development Board, for the following reasons:

(1) Exceptional topographic conditions of or near the property.
(2) Surrounding conditions or circumstances impacting the property disparately from nearby properties.
(3) Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.
(4) Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.
(5) Irregular shape of the property warranting special consideration.
(6) Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.

Or,

The Community Development Board may consider a **motion to deny ZVAR25-0013**, request for a variance to Section 24-85(b)(1).

VARIANCE APPLICATION

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# _____

☑ $500.00 Application Fee

**Please submit form in person or to buildng-dept@coab.us

APPLICANT INFORMATION

NAME Maureen Lamar EMAIL mlamar217@icloud.com

ADDRESS 347 10th Street CITY Atlantic Beach STATE FL ZIP CODE 32233

PROPERTY LOCATION 345 10th Street PHONE # 404-735-9773 CELL # 404-735-9773

RE# 170079-0010 BLOCK # 13 LOT # 22

LOT/PARCEL SIZE 7500 sq ft ZONING CODE ARS-2 UTILITY PROVIDER JEA

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION RES LD 3-7 UNITS PER AC

PROVISION FROM WHICH VARIANCE IS REQUESTED Section 24-65(b)(1): "No nonconforming structure shall be expanded or enlarged unless such expansion or enlargement complies with the terms of this section and other applicable provisions of this chapter, including without limitation, building setbacks"

Homeowner's Association or Architectural Review Committee approval required for the proposed construction
☐ YES ☒ NO (if yes, this must be submitted with any application for a Building Permit)

Statement of facts and site plan related to requested Variance, which demonstrates compliance with Section 24-65 of the Zoning, Subdivision and Land Development Regulations, a copy of which is attached to this application. Statement and site plan must clearly describe and depict the Variance that is requested.

PROVIDE ALL OF THE FOLLOWING INFORMATION

(all information must be provided before an application is scheduled for any public hearing):

1. Proof of ownership: deed or certificate by lawyer or abstract or title company that verifies record owner as above.
2. If the applicant is not the owner: provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
3. Survey and legal description of property for which Variance is sought.
4. Required number of copies: One (1) digital copy - additional paper copy is optional.

"In lieu of signed, sworn and notarized signatures of the property owner, agent and/or contractor, and under penalties of perjury, I declare that I have read and examined the foregoing application and that the facts stated in it are true and correct."

Maureen Lamar — SIGNATURE OF APPLICANT

Maureen Lamar — PRINT OR TYPE NAME OF APPLICANT

6/24/25 — DATE

VARIANCE APPLICATION 01.29.2025

The following paragraph sets forth reasons for which a Variance may be approved, please check the circumstances that apply to your request and briefly describe in the space provided.

Grounds for approval of a Variance: A Variance may be granted at the discretion of the Community Development Board, for the following reasons.

☐ 1. Exceptional topographic conditions of or near the property.

Not applicable

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

Not applicable

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

Not applicable

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

Single family home built in 1948 eleven years prior to original 1959 Atlantic Beach zoning code was enacted. Approved 2013 variance splits lot 22 and 24 leaving lot 22 with combined 12.4' setback.

☐ 5. Irregular shape of the property warranting special consideration.

Not applicable

☐ 6. Substandard size of a Lot or Record warranting a Variance in order to provide for the reasonable use of the property.

Not applicable

a. Approval of a Variance. To approve an application for a Variance, the Community Development Board shall find that the request is inaccordance with the preceding terms and provisions of this Section and that the granting of the Variance will be in harmony with the Purpose and Intent of this Chapter.

b. Approval of Lesser Variances. The Community Development Board shall have the authority to approve a lesser Variance than requested if a lesser Variance shall be more appropriately in accord with the terms and provisions of this Section and with the Purpose and Intent of this Chapter.

c. Nearby Nonconformity. Nonconforming characteristics of nearby Lands, Structures or Buildings shall not be grounds for approval of a Variance.

d. Waiting period for re-submittal. If an application for a Variance is denied by the Community Development Board, no further action on Another application for substantially the same request on the same property shall be accepted for 365 days from the date of denial.

e. Time period to implement Variance. Unless otherwise stipulated by the Community Development Board, the work to be performed pursuant to a Variance shall begin within six (6) months from the date of approval of the Variance. The Community Development Director, upon finding of good cause, may authorize a one time extension not to exceed an additional six (6) months, beyond which time the Variance shall become null and void.

f. A Variance, which involves the Development of Land, shall be transferable and shall run with the title to the Property unless otherwise stipulated by the Community Development Board.

ADDITIONAL COMMENTS:

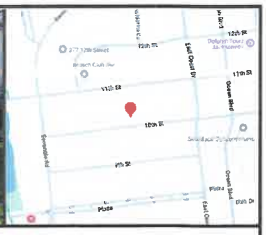
New variance request;

Existing home has 1/2 story room above garage space. Homeowners would like to make 1/2 story room a full story and extend existing garage and above room out to front setback (approximately 10'x 14' footprint).

The home at 937 Ocean Blvd has the same floor plan as 345 10th Street and has been updated with full story above garage that has been extended. We are looking to do the same thing.

EXACTA
Land Surveyors, LLC
www.exactaland.com | office: 866.735.1916 | fax: 866.744.2882

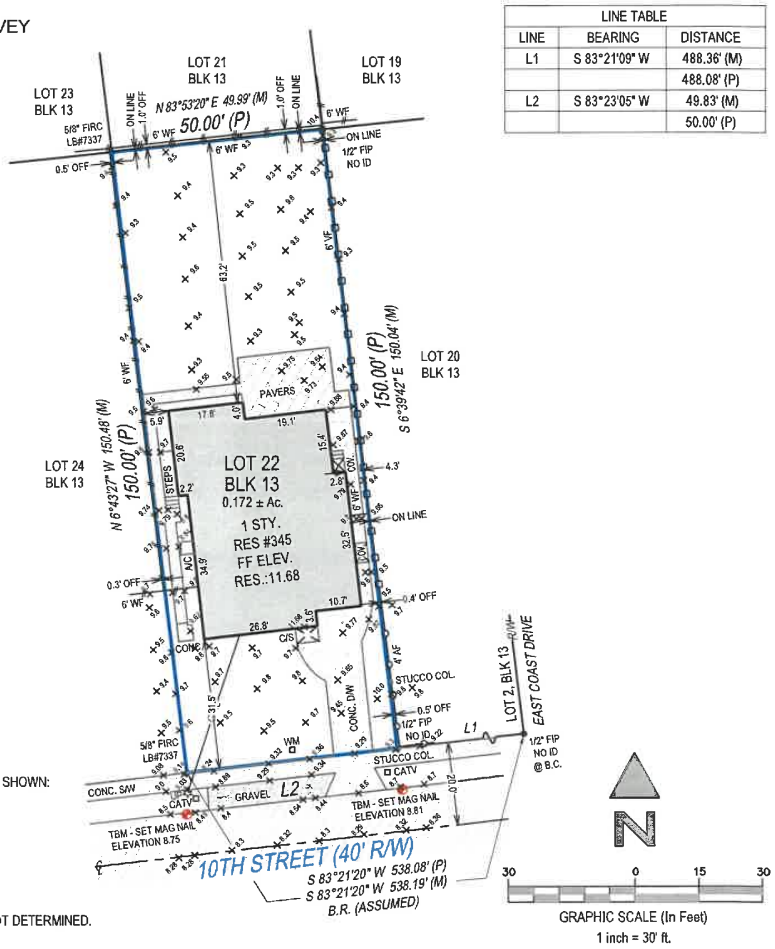




PROPERTY ADDRESS: 345 10TH STREET, ATLANTIC BEACH, FLORIDA 32233 **SURVEY NUMBER:** 2505.6759

2505.6759
BOUNDARY SURVEY
DUVAL COUNTY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 83°21'09" W	488.36' (M)
		488.08' (P)
L2	S 83°23'05" W	49.83' (M)
		50.00' (P)



BASIS OF ELEVATIONS SHOWN:
DESIGNATION: V 324
PID: BC0487
ELEVATION: 10.27
DATUM: NAVD88

SURVEYOR'S NOTES:
FENCE OWNERSHIP NOT DETERMINED.

30 0 15 30
GRAPHIC SCALE (In Feet)
1 inch = 30' ft.

SURVEYORS CERTIFICATION:

I hereby certify that this Survey of the lands described hereon was made under my direct supervision, and to the best of my knowledge and belief is a true and accurate representation of said lands and meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J -17.053, Florida Administrative Code, pursuant to section 472.027, Florida Statutes. This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper, except when the electronic signature and seal of a Florida licensed surveyor and mapper is affixed hereto.

RAYMOND J. SCHAEFER
License Number LS 6132
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

RAYMOND J. SCHAEFER
State of Florida Professional Surveyor and Mapper
License Number 6132
Exacta Land Surveyors, LLC | LB# 8291

POINTS OF INTEREST:
NONE VISIBLE

EXACTA
Exacta Land Surveyors, LLC

Exacta Land Surveyors, LLC
LB# 8291
o: 866.735.1916 | f: 866.744.2882
331 West Broadway Street, Suite 1001, Oviedo, FL 32765

Florida Land Title Association
FLTA
AFFILIATE MEMBERS

DATE SIGNED: 06/19/25
FIELD WORK DATE: 6/18/2025
REVISION DATE(S): (REV.0 6/19/2025)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 345 10TH STREET, ATLANTIC BEACH, FLORIDA 32233 **SURVEY NUMBER:** 2505.6759

JOB SPECIFIC SURVEYOR NOTES:

THE ASSUMED BEARING REFERENCE OF SOUTH 83 DEGREES 21 MINUTES 20 SECONDS WEST IS BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 10TH STREET, LOCATED WITHIN SUBDIVISION 'A' ATLANTIC BEACH ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 69 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LEGAL DESCRIPTION:

LOT 22, BLOCK 13, SUBDIVISION 'A' ATLANTIC BEACH, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 69 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless the Title Commitment Number and Date is referenced on this survey, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SIRC" indicates a Set Iron Rebar with a Cap stamped LB#8291, a minimum half inch in diameter and eighteen inches long.
9. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor.
10. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
11. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
12. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
13. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
14. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
15. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.

SURVEYOR'S LEGEND

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- OHL — Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Find or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

ABBREVIATIONS

(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(R) - Record
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
MHWL - Mean High Water Line
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
OHWL - Ordinary High Water Line
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

CERTIFIED TO:
MAUREEN LAMAR;

FLOOD ZONE INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF ATLANTIC BEACH, COMMUNITY NUMBER 120075, PANEL NUMBER 0409 DATED 11/2/2018.

DATE SIGNED: 06/19/25

BUYER: MAUREEN LAMAR

LENDER:

TITLE COMPANY:

COMMITMENT DATE: NOT REVIEWED **CLIENT FILE NO:**

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA
Exacta Land Surveyors, LLC
Exacta Land Surveyors, LLC
LB# 8291
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MINUTES
Community Development Board (CDB) Meeting
Tuesday, July 15, 2025 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

Present:	Kirk Hansen, Chair Ellen Golombek, Vice Chair Jennifer Lagner, Member Richard Arthur, Member Jeff Haynie, Member Gregory (Greg) Beliles, Alternate Member
Absent:	Angela Farford, Member Harold Gear, Member
Also Present:	Amanda Askew, Neighborhoods Department Dir. (NDD) Abrielle Genest, Principal Planner (PP) Valerie Jones, Recording Clerk Robert Graham, City Attorney (CA)

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF MINUTES

A. Approve minutes of the June 17, 2025 regular meeting of the Community Development Board.

MOTION: To **APPROVE** the June 17, 2025 Community Development Board minutes.

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

Kirk Hansen	***For***
Ellen Golombek	***For***
Jennifer Lagner (Seconded By)	***For***
Richard Arthur	***For***
Jeff Haynie (Moved By)	***For***
Gregory (Greg) Beliles	***For***

Motion passed 6 to 0.

3. OLD BUSINESS

There was no old business.

4. NEW BUSINESS

A. 457 Mako Drive ZVAR25-0012 (Hung Vo and Diep Nguyen)

Request for a variance to Section 24-105(e)(3) to reduce the minimum ten (10) foot yard setback to allow an existing unpermitted carport at 457 Mako Drive.

Director Askew presented the variance request for 457 Mako Drive. The applicants were requesting a variance to Section 24-105(e)(3) to reduce the minimum 7.5-foot side yard setback to allow an existing unpermitted carport.

Director Askew explained that the property is located in the Royal Palms neighborhood, zoned RS1, and measures 80 feet wide by 93 feet deep. The carport in question was built in the early 1980s, just 1 inch from the southerly property line. The issue came to the city's attention in 1989 when it was discovered the carport was constructed without a permit. The current situation arose when the applicants applied for a permit to build a new driveway, revealing the unpermitted carport that did not meet setback requirements.

Jeff Haynie inquired about any code enforcement actions since 1989. Director Askew confirmed there were no records of further enforcement actions but noted that the city doesn't aggressively seek out code violations. She added that if the variance wasn't granted, future permits for the property would be affected until the nonconformity was corrected.

Ellen Golombek asked if the carport had gutters. Director Askew stated that the picture did not appear to show gutters but suggested asking the applicant for confirmation.

The applicant's representative, Safa Mansouri, addressed the board. He offered to install gutters and get the carport properly permitted if the variance was granted.

Jennifer Lagner asked about the concrete underneath the carport, which Mr. Mansouri confirmed extended to the end of the carport overhang.

During board discussion, Chair Hansen expressed concern about penalizing the homeowners for something that had existed for 35 years, especially when they were trying to improve their property by replacing the driveway. He suggested approving the variance with conditions that the carport never be enclosed and that gutters be installed.

Jeff Haynie struggled to find grounds for approving the variance based on the criteria, but Chair Hansen argued that the surrounding circumstances and the long-standing nature of the situation could be considered as grounds under item 2 of the variance criteria.

MOTION: To **APPROVE ZVAR25-0012** with the conditions that the carport can never be enclosed and gutters need to be installed in accordance with the building code.

Motion: ***Jennifer Lagner***
Second: ***Richard Arthur***

Kirk Hansen	***For***
Ellen Golombek	***Against***
Jennifer Lagner (Moved By)	***For***
Richard Arthur (Seconded By)	***For***
Jeff Haynie	***Against***
Gregory (Greg) Beliles	***For***

Motion passed 4 to 2.

B. 345 10th Street ZVAR25-0013 (Maureen Lamar)

Request for a variance to Section 24-85(b)(1) to expand an existing legal nonconforming structure to allow construction of a full story located above the garage at 345 10th Street.

Planner Genest presented the variance request for 345 10th Street. The applicant was seeking a variance to Section 24-85(b)(1) to expand an existing legal nonconforming structure to allow construction of a full second story above what was previously the garage.

Planner Genest explained that the property, located on the north side of 10th Street, is 50 feet wide by 150 feet deep. The existing structure was developed in the 1940s. In 2013, the previous owner split the lot, which originally consisted of two 50-foot-wide platted lots. At that time, a variance was granted to reduce the required setbacks, making the current structure legally nonconforming.

The applicant, Maureen Lamar, explained her plans to remove the back addition of the house, which would bring that portion into compliance with setbacks. The variance request was specifically for the front part of the house, where they wanted to expand vertically above the former garage and expand forward to the 20-foot front yard setback line.

Board members expressed difficulty in finding grounds to approve the variance. Jeff Haynie noted that the nonconforming nature of the structure was not, according to city code, justification for granting further variances.

MOTION: To **APPROVE ZVAR25-0013** based on exceptional circumstances preventing reasonable use of the property compared to others in the area.

Motion: ***Richard Arthur***
Second: ***Jennifer Lagner***

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

Gregory (Greg) Beliles	*Against*

Motion failed 3 to 3.

5. REPORTS

There were no reports presented.

6. PUBLIC COMMENT

Brinkley Harrell addressed the board during public comment. He discussed recent developments at the city commission meeting regarding changes to Chapter 24 of the city code, particularly concerning on-site water storage requirements and impervious surface regulations. He expressed concern about the potential impact on Old Atlantic Beach and urged the board to look more closely at the RS-2 zoning regulations for the area.

Harrell also suggested incentivizing the use of permeable pavers for driveways, especially in the right-of-way areas, to help with stormwater management.

7. ADJOURNMENT

There being no further discussion, Chair Hansen declared the meeting adjourned at 6:47 p.m.

Attest:

Amanda Askew	Kirk Hansen, Chair