City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, October 12, 2026 - 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 28, 2026. 5 - 32
9-28-26 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (October - December 2026) 33 - 36
90-Day Calendar (October - December 2026)

3.B. Monthly Building Report 37
Monthly Building Report

* 3.C. Promotion of Sgt. DJ Joiner

* 3.D. 2880 Mayport Road Update

3.E. Prospective update to Chapter 23 - Protection of the Trees and the Natural Environment.

3.F. Tree Conservation Fund Spending Plan.

3.G. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

4.A. Homelessness Resources and Services Dialogue (Mayor Ford)

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

* 5.A. Dune Walkovers - Reconsideration of Certain Locations

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. 26-116. 39 - 42

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING COMPLETE WELL SERVICES, INC. VIDEO AND PUMP REPLACEMENT AT WATER TREATMENT PLANT #2; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-116

7. COMMITTEE REPORTS

* 7.A. Arts, Recreation, and Culture Committee (ARCC) Report 43 - 47

ARCC Report

8. ACTION ON RESOLUTIONS

** 8.A. **RESOLUTION NO. 26-122** 49 - 81

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RESCINDING RESOLUTION NO. 26-96; APPROVING STREET SWEEPING TRUCK LEASE PURCHASE UNDER RESOLUTION NUMBER 26-122; AlJTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-122

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

10.A. **Public Hearing - APP26-0004 - Appeal of the Community Development Board for variance ZVAR26-0015 at 1337 Estrela Lane.**

Appeal of a decision of the Community Development Board for variance ZVAR26-0015 at 1337 Estrela from Section 24-151(e)(2) to reduce the required pool enclosure setback from 5 feet to 2 feet.

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 83 - 106
APP26-0004

10.A5. Applicant Presentation

10.A6. Public Comments

10.A7. Closing Comments/Rebuttal

10.A8. Commission Deliberation and Action

* 10.B. Consideration of Canceling the November 23, 2026, Regular Commission Meeting. 107
Second November Meeting Consideration

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

*** - Reflects amended items from draft to final agenda.**
**** - Reflects added an item from final to amended agenda.**

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 28, 2026 - 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)
	Thomas Grant, Commissioner - Seat 3 (District 1307)
	Candace Kelly, Commissioner - Seat 4 (District 1306)
	Jessica Ring, Commissioner - Seat 5 (District 1312)
Also Present:	Kevin Hogencamp, City Manager (CM)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Ladayija Nichols, Deputy City Clerk (DCC)

MOVE ITEM 10A
Mayor Ford announced that Item 10.A. (Federal Dune Walkovers Project) would be heard immediately following Item 3.D. to accommodate members of the public in attendance. There were no objections from the Commission.

1. APPROVAL OF MINUTES

1.A. Approve minutes of the Regular Commission Meeting held on September 14, 2026.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

Susan Snead gave the Commission a handout (which is attached hereto and made part of this official record as **Attachment A).**
Lisa Herrold
Brinkley Harrell
Mitch Reeves

DRAFT

Steve Abrass
Penny Rauckis
Amy Palmer
Greg Beliles
Michael Mesiano
Terry Cook
Sarah Boren gave the Commission a handout (which is attached hereto and made part of this official record as **Attachment B**).
Wendy Craven gave the Commission a handout (which is attached hereto and made part of this official record as **Attachment C**).
Susan King
9-28-26 Attachment A
9-28-26 Attachment B
9-28-26 Attachment C

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (September - November 2026)

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

3.B. DG Market Update

CM Hogencamp reported on agenda items 3.B. - 3.D. as detailed in a handout (which is attached hereto and made part of this official record as **Attachment D**).

Susan King answered questions from the Commission.
9-28-26 Attachment D

3.C. Proposed Utility Rate Increase

3.D. Other Reports

10.A. Federal Dune Walkovers Project

MOTION: Continue the project as stated (proceeding with five of the seven walkovers) with the exception of the access points at 11th and 14th Street.

Motion: Thomas Grant
Second: Candace Kelly

Discussion ensued.

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

DRAFT

Motion passed 5 to 0.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Thanked the Commission for allowing his remote participation at the previous meeting.
- Commented on the City's form of government and recent polling regarding Amendment 3.

Commissioner Kelly

- Commented on the City's vision statement and the City Manager's budget preparation efforts.
- Reported on traffic-calming requests from Belvedere Street residents and expressed support for continued attention to traffic management.
- Thanked staff for addressing overgrowth at City Hall.

Commissioner Ring

- Reported receiving correspondence from Selva Lakes residents regarding traffic concerns and requests for sidewalks along 11th Street.
- Commented on her role as a Commissioner and accountability to residents.

Mayor Ford

- Raised concerns regarding homelessness in Atlantic Beach and requested that an item be placed on the October 12 agenda to discuss available programs and resources, including Homeward Bound, PATH, and the co-responder program.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 26-118

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE FISCAL YEAR 2026-27 TENTATIVE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION AMENDING ARTICLES 13 AND 26 OF THE COLLECTIVE BARGAINING AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Accept Resolution (No.) 26-118.

Motion: Bruce Bole

DRAFT

Second: ***Candace Kelly***

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 26-121

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; AUTHORIZING THE EXPENDITURE OF $48.381.12 ALLOCATED IN THE FISCAL YEAR 2026-27 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

9-28-26 Attachment E

MOTION: Approve Resolution (No.) 26-121.

Motion: ***Bruce Bole***
Second: ***Candace Kelly***

Discussion ensued.

Christine Lane and Krysten Bennett spoke and provided the Commission a handout (which is attached hereto and made part of this official record as **Attachment E**).

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

Motion passed 5 to 0.

8.C. RESOLUTION NO. 26-110, Public Hearing on Adoption of Resolution No. 26-110 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

DRAFT

FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; STATING THE PERCENTAGE BY WHICH THE MILLAGE TO BE LEVIED EXCEEDS THE ROLLED-BACK RATE; AND PROVIDING AN EFFECTIVE DATE.

CM Hogencamp gave an overview of his Budget Transmittal Letter (which is attached hereto and made part of this official record as **Attachment F**).

The public hearing was opened.

Mayor Ford stated, here at the City of Atlantic Beach the Rolled-Back Rate is 2.5815. The Millage Rate to be levied is 2.7499. The millage rate to be levied is 6.52% more than the rolled-back rate and is a percentage increase in property taxes per Sec. 200.065(2)(c), Florida Statutes. The purpose of 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 anticipate 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.
9-28-26 Attachment F

MOTION: Adopt Resolution No. 26-110.

Motion: Bruce Bole
Second: Candace Kelly

Discussion ensued.

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

Motion passed 5 to 0.

9. ACTION ON ORDINANCES

9.A. Public Hearing and Final Reading on adoption of Ordinance No. 20-26-184, establishing the Operating Budget for fiscal year 2026/2027.

DRAFT

AN ORDINANCE ADOPTING THE FINAL BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027.

The total budget for Fiscal Year 2026–27 is $57,830,833.75.

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

MOTION: Approve Ordinance No. 20-26-184.

Motion: Bruce Bole
Second: Jessica Ring

Discussion ensued.

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

Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

10.B. Hiring Freeze Reconsideration (Commissioner Kelly)

MOTION: Reconsider the hiring freeze implemented on September 14, 2026.

Motion: Candace Kelly
Second: Bruce Bole

Discussion ensued.

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

Motion failed 2 to 3.

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

None.

DRAFT

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Requested that the City Attorney provide a future workshop regarding the City Charter, form of government, and respective roles of the Commission and City Manager.

Commissioner Grant

- Commented on the Commission's role in reviewing fiscal matters and referenced the Commission's previous action regarding the hiring freeze.

Commissioner Ring

- Commented on the respective roles of the City Manager and Commission and the Commission's responsibility to residents.

Mayor Ford

- Commented on the Commission's differing perspectives and shared commitment to the City and noted that future decisions could be considered following the outcome of Amendment 3.

13. ADJOURNMENT

The meeting adjourned at 8:35 PM

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved: _____

DRAFT

Attachment A
to 9/28/26 Minutes

SUSAN SNEAD

Hi:

I sent all of you and email and a few pictures.
I'm assuming you received it.
received
The new 5 Foot wide sidewalks are nice, but non of them or any of the recreation areas get the daily pedestrian traffic of Beach Ave. We need help.

1. Aesthetically, we are ugly and overgrown. Many of the road signs are hidden by unmaintained landscaping. The city does nothing to address this problem. How can visitors know it is a ONE WAY street?

2. We have street licensed golf carts driving north to south-wrong way-unchecked as well as cars. This is dangerous.

3. We have cars speeding from Ahern to 7th looking for weekend beach parking. We need to come up with a solution—possibly "no thru traffic" and exits on odd streets. A few landscaped planters could attractively promote this and improve the aesthetics of Beach Ave as well as road safety.

3. We all know it is a driving and parking nightmare on our narrow streets. Now we have property owners building curbs at roads edge that only make the streets more narrow.
Are these curbs permitted? If so all property owners should be able to build curbs at their roads edge. What a nightmare that will be.

a. Second St. between Ocean and Beach is an example of such a curb. The city has the ability to use some of the available public footage of 15"10" for legitimate parking OFF the road. Permeable bricks like on 3rd Ave. south side at corner of Ocean would open 2nd St. to two way traffic.

b. Third St. between Ocean and Beach also has a curb that most of us hit constantly. Two way traffic is not possible without

hitting this curb. The street is only 14 feet wide. Was this curb permitted?

4. Water drainage on Beach Ave is horrible. FLDOT has crested the street causing flooding in garages etc. We have no drains and the road does not direct water to the drains that exist on Ocean Blvd.

5. There are some simple things that could be done to help traffic flow and parking in Atlantic Beach, at least from Ahern to 7th. Make all east to west streets "ONE WAY". The painting of yellow curbs as on First St. only lessens available parking and causes even more weaving down that road. Who decides these things? There is no consistency as to which side of a street permits parking.

6. Please do not continue to ignore the things that cause residents problems. Atlantic Beach has exploded in popularity but the residents are still the tax payers and supporters that need your help. Thank you for you attention.

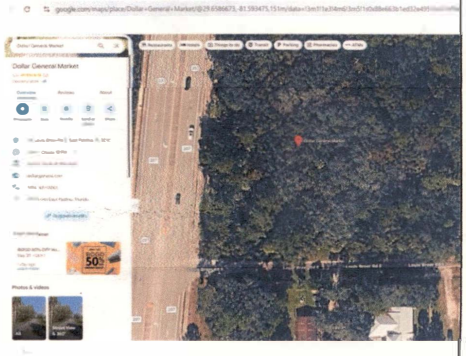
Attachment B to
9-28-26 Minutes

9/28/2026

DG Market Proposal: Questions & Possible Solutions



Normandy Avenue Location



East Palatka Location

1



Normandy Avenue Location – Of 15 aisles, only 2/3 of one aisle had limited fresh produce/protein/dairy September 17, 2026 at 1:46 PM



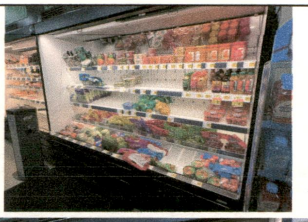
East Palatka Location
Two Different Days (Dawn Scott FB Post)

2

1

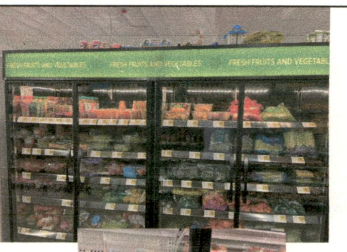
Attachment B to
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9/28/2026





Normandy Avenue Location
September 17, 2026





East Palatka Location
Two Different Days (Dawn Scott FB Post)

3



Normandy Avenue Location
September 17, 2026



East Palatka Location
(Dawn Scott FB Post)

4

2

Prices Not Necessarily Cheaper (Publix)



5



6

3

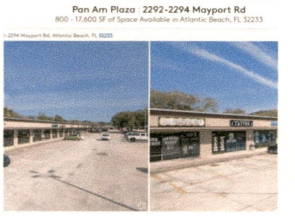
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Location Questions

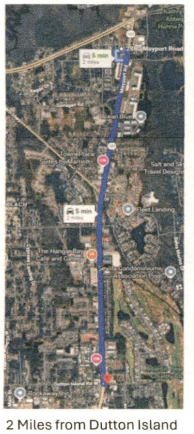
- **Why this location?** Plenty of vacant retail spaces in the area (Pan Am Plaza & Reef Shopping Plaza). The DG Market on Normandy is in a retail shopping center.
- **Distance is farther** for AB residents to proposed DG Market location than to ALDI
- **Not located within AB** boundary
- **City may need land in the future** by water plant. Understand attraction to sell land to reduce debt but if there is no recurring cost to keep the land, why give it up?



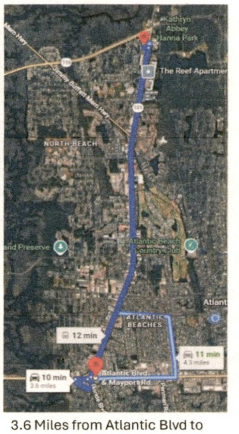


7

DISTANCE IS FARTHER THAN ALDI (USDA criteria is within 1 mile for food desert)



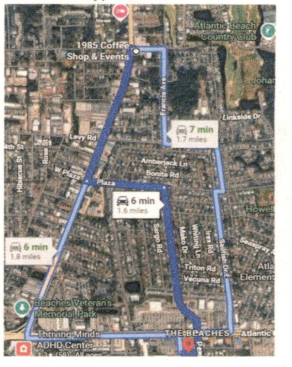
2 Miles from Dutton Island Road to proposed DG Market (2880 Mayport Rd)



3.6 Miles from Atlantic Blvd to proposed DG Market (2880 Mayport Rd)

VS

Current distance for AB residents west of Mayport Rd



1.8 Miles from Dutton Island Road to ALDI currently

8

4

Attachment B
to 9-28-26
Minutes

9/28/2026

Pace of Proposed Project

- **Possible Alternatives** -- Thrilled there is attention on this issue but where is the due diligence and open discussion about possible alternatives (e.g., something similar to Deb's Store in Eastside or partnership with COJ to incentivize a larger grocery store to move in)
- **Where is the community engagement**? Has there been a workshop or survey asking those that would use this store (e.g., Marsh Oaks, Fleet Landing, ABCC, Oak Harbor, Mayport NAS), what is their preference? Would they prefer a DG Market over another alternative?
- **Why so fast?** Will DG Market go elsewhere if we take some time to do due diligence on possible alternatives and community engagement? It all feels a bit rushed.

9

Other Risks & Drawbacks

Food Access is not the Same as Food Security and Resilience

- **Food Access Decline** -- A University of Florida study utilized machine learning to track neighborhood-level data and discovered that in urban areas with only one existing grocer, the introduction of a dollar store caused a measurable decline in overall food access 14% of the time.
- **Reduces Other Grocers** –
  - USDA researchers found that, following dollar-store entry into a census tract, independent grocers were on average 2.3% more likely to exit, their employment fell about 3.7%, and sales fell 5.7%.
  - Research by the Institute for Local Self-Reliance (ILSR) highlights that dollar store chains systematically undercut local businesses, preventing full-service grocery stores from establishing roots.
- **Public Health Outcomes Lower** -- An extensive study analyzing 76 million Americans published in BMC Public Health linked living near dollar stores to higher rates of obesity, high blood pressure, and type 2 diabetes. The underlying cause is the consumer food environment, which is heavily dominated by low-nutrient, high-calorie, and ultra-processed items. Typically only 16 square feet is dedicated to fresh produce.

Parent Company Culture, Operations, and Safety Record

- **Deceptive Pricing Schemes:** Multiple state attorneys general (including Ohio and Missouri) have sued and fined Dollar General for systemic pricing discrepancies. Audits revealed that over **80% of checked stores failed price verification tests**, routinely charging customers higher prices at the register than what was posted on the shelves. A national class-action lawsuit addressing these deceptive practices resulted in a **$15 million settlement**.
- **Severe Workplace Safety Violations:** The Occupational Safety and Health Administration (OSHA) placed Dollar General into its Severe Violator Enforcement Program. The company has faced more than **$12 million in federal fines** for hazardous store environments, including chronically blocked fire exits, unstable stacked merchandise, and severe understaffing.
- **Community Safety Vulnerabilities:** Due to strict labor cost-cutting and deliberate understaffing, stores frequently become targets for violent crime. Over a multi-year period, dollar stores nationwide have been linked to hundreds of armed robberies and violent incidents.

10

5

**Attachment B
to 9-28-26
Minutes**

Align with Mayport Road Vision Redevelopment Plan, 2045 Comp Plan & Current/Anticipated Shoppers?

- Mayport Road is changing – Small, unique businesses
- Reef Apartments, Fleet Landing, ABCC, Seaside Charter School, and Mayport NAS
- Mayport Road Diet – Attract more pedestrians and customers

11

Summary & Possible Solutions?

- **Summary** -- Modest amount of fresh food, lower prices questionable, location – distance and vacant retail, pace of project, really best long term solution?
- **Possible Solutions to Explore**:
  - Joint partnership with COJ/Developer to incentivize ideal grocer that community wants
  - Novel partnership with DG Market and local farmer's coalition
  - Special agreement with DG Market that includes commitment to specific square footage devoted to fresh food, number of produce items and frequency of restocking, meat, dairy, frozen food, and staple-food assortment; acceptance of SNAP and WIC, if applicable; hours of operation that fits community needs; and whether the store will maintain that food assortment after opening.
  - Actual appraisal of value of city land
- **Conclusion**: Do what AB residents truly want, will utilize, and fits the desired character and redevelopment of Mayport Road

12

Attachment C to
9-28-26 Minutes

---------- Forwarded message ---------
From: **wendy craven** <wendyweedcraven@gmail.com>
Date: Mon, Sep 28, 2026 at 3:47 PM
Subject: Re: landscaping request
To: Hogencamp,Kevin <kHogencamp@coab.us>
Cc: Richard Craven <rich@craven.net>

Subject: Safety, traffic & infrastructure notes for tonight's meeting (Beach Ave / 2nd & 3rd Street)

Hi Kevin,

Thank you so much for your help coordinating the recent trimming around the "Wrong Way" sign on the south side between 2nd and 3rd Street—we really appreciate you jumping on that!

It definitely helped, though we still need a little more breathing room. Right now the sign is only visible from about five feet away, which doesn't leave drivers much time to react. If the crew could swing back by to open up that sightline a bit wider, that would be wonderful.

Since you have the meeting tonight, I wanted to share a few safety, infrastructure, and neighborhood improvement thoughts from our stretch of the street so you have the full picture:

- **3rd Street Width, Vehicle Hazards & One-Way Justification:**
    - 3rd Street is only **14 feet wide**, making two-way traffic physically hazardous. Two standard passenger vehicles with mirrors require roughly 15 to 16 feet just to pass each other safely.
    - Because of the curb installed on 3rd, residents are forced to drive up over the curb whenever an eastbound vehicle approaches. I have personally suffered a flat tire and crushed rims from having to do this to avoid oncoming cars.
    - When you factor in pedestrians, leashed pets, beach wagons, and cyclists sharing the roadway, there is zero refuge space for walkers, creating an acute life-safety and municipal liability issue.
    - **Established Precedent in Premier Coastal Towns:** Converting sub-standard 14-to-16-foot beach access roads into designated **one-way**

Attachment C to
9-28-26 Minutes

streets is the proven standard in coastal communities facing identical historic constraints:

- **Town of Palm Beach, FL:** Systematically converted narrow 14-to-16-foot residential ocean- and lake-access lanes into alternating one-way corridors because two-way vehicle movement caused constant pedestrian endangerment and forced cars onto private swales and curbs.
- **Carmel-by-the-Sea, CA:** Designated narrow beach-access roads like Scenic Road (roughly 14–16 feet wide) as one-way thoroughfares specifically to eliminate head-on standoffs and safely accommodate shared pedestrian and bicycle use.
- **Laguna Beach, CA:** Routinely converts historic coastal corridors under 16 feet to permanent one-way streets to prevent vehicles mounting curbs and to maintain clear emergency vehicle access under International Fire Code guidelines.

  - Converting our narrow beach-access corridors into a designated one-way loop is the only practical, long-term solution.

- **Signage, Sightlines & Right-of-Way Encroachment at 3rd & Beach:**
  - **Obstructed One-Way Sign:** Drivers turning onto 3rd cannot see the "One Way" sign across the street because it is buried in overgrown foliage from 152 3rd Street (the Hillis residence), leading to frequent illegal turns directly into oncoming traffic.
  - **Blind Corner Foliage & Right-of-Way Violations:** Overgrowth at the northwest corner of the Hillis property extends visibly past the property line and directly into the street/public right-of-way. It completely blinds drivers to oncoming cyclists, runners, pedestrians, and cross-traffic. How can we get the city/town to issue an immediate Code Enforcement trimming notice here? If compliance takes time, can Public Works be authorized to cut back the portion protruding into the roadway given the acute safety risk?
  - **Confusing Signage:** The "Yield" sign on Beach Avenue facing south on the south side of 3rd Street makes zero operational sense. Why is a yield sign posted for traffic that should not exist if vehicles are not supposed to be travelling down a one-way street? It directly contradicts the traffic pattern and creates needless driver confusion.

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9-28-26 Minutes

- **2nd Street Curb Legitimacy, Permitting & Garage Flooding (250 Beach / 223 Ocean Blvd):**
  - **Curb Authorization & Extension:** Was the new curb installed on 2nd Street formally permitted and approved by the city/engineering?
    - **If it IS permitted:** It should either be extended along the length of that entire property toward 223 Ocean Blvd to our property line at 250 Beach, and we (250 Beach Avenue) would like to immediately begin the permitting process to install a matching curb and driveway "hump."
    - **If it was NOT permitted:** It represents an unauthorized right-of-way encroachment that is actively damaging vehicles and altering runoff patterns, which needs to be addressed by Code Enforcement.
  - **Stormwater Impact on 250 Beach:** With every hard rain, our **garage floods** from stormwater cascading down from beachfront properties into our structure. A continuous, uniform, permitted curb—matching those installed north of us at the Hillis property and at 320 Beach Avenue—along with a driveway hump, is critical to divert this runoff and protect our home from structural water damage.
  - Please let us know the permit status of that curb and guide us on the proper permitting process/contact in Public Works or Building so we can move forward with an approved, matching installation.
- **Streetscape Standards, Utilities & Community Improvement (Beach Avenue, 1st to 6th Street):**
  - The entire corridor has devolved into an uncoordinated patchwork of makeshift "curbs" made from scrap wood, concrete blocks, and landscaping boulders, intermixed with unmanaged overgrowth. It creates tripping, parking, and vehicle hazards.
  - The overhead power lines and older lighting fixtures add significant visual clutter throughout the area.
  - **Credit where it's due:** The new lampposts installed on 1st Street north of Dune House look fabulous—clean, attractive, and high-quality! That is the aesthetic and infrastructure standard we should replicate across Beach Avenue.

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- More broadly, we would love to open discussions on how to comprehensively improve our **1st to 6th Street Old Atlantic Beach** neighborhood. We look forward to hearing your ideas on a corrective course to elevate both safety and aesthetic standards throughout this historic section.

Thank you again for all your hard work and for keeping our neighborhood safe and beautiful.

See you tonight at the meeting!

Warmly,

Wendy

Attachment D to
9-28-26 Minutes

CITY OF ATLANTIC BEACH
OFFICE OF THE CITY MANAGER
800 Seminole Road
Atlantic Beach, Florida 32233
(904) 247-5817

City Manager's Community Update

Date: September 28, 2026
To: The Atlantic Beach Community and City Commission
From: Kevin Hogencamp, City Manager (khogencamp@coab.us)

This report provides an update on administrative and community initiatives underway at City Hall. Our office remains focused on maintaining momentum across key programming, infrastructure, environmental, and intergovernmental projects. City Manager Community Updates and related links are available on the City's website and official digital channels.

DG Market: The developer is reviewing the proposed purchase agreement; the matter may be presented for consideration at the City Commission's October 12 meeting.

Proposed Utility Rate Increase: The City will soon consider increasing water and sewer rates 3% -- the first hike since 2020. An ordinance instituting the new rate structure is scheduled for first reading at the October 26 Commission meeting and a second reading (along with a public hearing) at the Nov. 9 Commission meeting.

Beaches-Wide e-Bike Regulation: The City of Jacksonville Beach is coordinating a joint meeting of the three Beaches city councils-commissions with the North Forida Transportation Planning Organization (TPO) to present the recently completed eBike Study and discuss the TPO's recommendation for consistent e-bike regulations across the Beaches. The meeting will be held at 6 p.m. Wednesday, Oct. 14, at Jacksonville Beach City Hall.

Amendment 3 Education: Beaches Watch will host a community meeting to help voters better understand Constitutional Amendment 3 at 7 p.m. Wednesday, Oct. 7, at Beaches Museum chapel., 505 Beach Blvd. The City has published a Community Education and Public Information landing page. The City of Atlantic Beach provides this educational page to assist residents in understanding the background, proposed changes, and potential fiscal impacts of Amendment 3, which appears on the November 3, 2026, statewide general election ballot.

Budget Planning Update (FY 2026-27)

These planning documents for FY 2026-27 are posted at www.coab.us/budget:

- FY 2026-27 Budget Strategy - Operations and Constraints (First Budget Workshop - June 29, 2026)
- FY 2026-27 Budget Memo (Second Budget Workshop - July 20, 2026)

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- FY 2026-27 Proposed Budget and Fiscal Sustainability Strategy (Third Budget Workshop - Aug. 19, 2026)
- FY 2026-27 Third Budget Workshop Presentation
- FY 2026-27 Draft 10-Year Public Works Capital Improvement Plan
- FY 2026-27 Draft 10-Year Public Utilities Capital Improvement Plan
- FY 2026-27 Budget Planning Update - Aug. 24, 2026
- FY 2026-27 Draft Budget Summary (Overview) - Sept. 14, 2026
- Amendment 3 Community Education and Public Information
- FY 2026-27 Draft Budget Transmittal Letter and Administrative Summary - Sept. 25, 2026
- FY 2026-27 Proposed Budget Summary - Sept. 25, 2026
- FY 2026-27 Proposed Budget Detail - Sept. 25, 2026
- FY 2026-27 Proposed Revenues and Expenses Totals - Sept. 25, 2026

Stormwater Master Plan: Staff has drafted an updated work plan incorporating Commission and Environmental Stewardship Committee feedback for consideration of approval at the Commission's Oct. 12 meeting. The RFP for engineering services will issue upon the scope being approved by the City Commission, along with receipt of the final Hazard Mitigation Grant contract from FDEM, targeting a launch by year-end.

Upcoming Dates and Events (www.coab.us/events)

- **Oct. 7:** Beaches Watch meeting featuring an Amendment 3 education, 7 p.m., Beaches Museum Chapel, 505 Beach Blvd.
- **Oct. 14:** Beaches eBike meeting, 6 p.m., Jacksonville Beach City Hall.
- **Oct. 17:** Family Fun Day and Campout Under the Stars, Jack Russell Park.
- **Oct. 30:** Atlantic Beach Police Department "Not-So-Scary Haunted House" and multi-department Trunk-or-Treat at Jack Russell Park.
- **Nov. 11:** Veterans Day Ceremony at Beaches Veterans Memorial Park (9 a.m.), followed by the Marsh Oaks Community Center and Community Garden ribbon-cutting and reception.
- **Nov.** 21: Atlantic Beach Music Festival, 5-10 p.m., Jack Russell Park.

CITY OF ATLANTIC BEACH

Mission

The place to be -- through exceptional public services.

2040 Vision

In Atlantic Beach, we have a strong sense of belonging and safety. Our citizens and government care deeply about community character, and we understand that unified support is required to preserve it. We are graced with the functional beauty of our beach, our marsh, and our tree canopy. Our shady streets and multi-use paths connect our welcoming neighborhoods and vibrant local businesses. Our city supports our diverse, multigenerational, socially linked community with green spaces, active lifestyles, parks, and programming.

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A grants partnership that pays for itself

City of Atlantic Beach · City Commission · September 28, 2026 · Resolution No. 26-121

1,122%	$5.16M	$1.39M	$3.90M
Return on investment since 2018	Grants secured since 2018	Funded this year	Pending now

October 2025 to September 2026

9 applications and 1 notice of interest submitted this year, about $2.2 million requested.

Awarded

Resilient Florida, Lift Station Phase I	**$1,338,721**
Tree Inventory and Assessment	**$25,290**
Hurricane Recovery Tree Maintenance	**$25,169**

Pending, submitted this year

NOAA Community Projects, Dune Walkovers	**$1,080,000**
USDOT Safe Streets and Roads for All	**$714,234**
FEMA BRIC, Sea Gardens Lift Station Generator	**$79,296**
FDEP Coastal Partnership, 5th Street Walkover	**$60,000**
DOJ COPS Safer Outcomes, Crisis Response Training	**$51,421**
FEMA BRIC Notice of Interest, Marsh Oaks Generator	**$82,500**

Pending from last year

HMGP, Dora Drive Flood Mitigation Pond	**$1,275,000**
HMGP, Palm Avenue Lift Station Flood Protection	**$382,500**
FDEP FRDAP, Donner Park Playground	**$112,500**
HMGP, Sea Gardens Lift Station Generator	**$67,500**

Persistence pays: Resilient Florida went from 37th to 2nd statewide

Ranked 37th of 196 in 2023, just past the funding line. We strengthened it and resubmitted twice. In 2025 it ranked 2nd and won $1,338,721.

What our services include

Research and strategy. We track state and federal programs, match them to City projects, and guide go/no-go decisions before staff time is spent.

SMARTGrants alerts. Every two weeks, to any number of City staff, with deadlines, eligibility, and award ranges.

Unlimited applications. Narratives, budgets, forms, letters of support, and submission through FEMA GO, Grants.gov, and state portals.

Grantor follow-up. RFIs, corrections, debriefs, and reconsideration requests, like this year's SS4A debrief and the reinstated CPI award.

Award acceptance. Help with grant agreements, insurance certificates, and contract timelines.

Registrations. Keeping Grants.gov and federal signing roles current through staff changes.

Meetings and reporting. Bi-monthly strategy meetings, the grant tracking spreadsheet, monthly written reports, and an annual report.

Intergovernmental relations. Working relationships with FDEM, FDEP, FDOT, FEMA, NOAA, and USDOT staff.

One flat monthly retainer. No contingency fees. Either party may end the agreement on 30 days' notice.

Return on investment = (awards since 2018 minus estimated fees) divided by estimated fees. Awards from Langton's grants log and detail forms, 2018 to September 2026; fees estimated at the FY 2025-26 rate for nine years (about $423,000). Pending amounts are requests, not awards.

Christine Lane, Senior Public Affairs Consultant

langtonconsulting.com · 904.614.9861

Attachment F
to 9/28/26 Minutes

CITY OF ATLANTIC BEACH

OFFICE OF THE CITY MANAGER · BUDGET TRANSMITTAL LETTER

TO:	City Commission members
FROM:	Kevin Hogencamp, City Manager
DATE:	September 25, 2026
SUBJECT:	FY 2026-27 Proposed Budget Transmittal & Administrative Update

$57.83M TOTAL BUDGET (ALL FUNDS)	**2.7499** MILLAGE RATE (UNCHANGED)
$21.95M GENERAL FUND TOTAL	**-3 FTE** NET POSITION REDUCTION

1. EXECUTIVE SUMMARY AND BUDGET TRANSMITTAL

I am pleased to transmit the updated City of Atlantic Beach Proposed Budget for Fiscal Year 2026-27. This balanced financial plan maintains the City's commitment to transparency, fiscal discipline, core municipal operations, and community infrastructure, while preserving our property tax millage rate at 2.7499 mills, among Florida's lowest municipal rates for full-service cities.

The revised General Fund budget incorporates the $500,000 Amendment 3 adjustment detailed below and brings total General Fund revenues, transfers, and balances to $21,947,294, fully balancing total appropriated expenditures. Across all funds, the City's total proposed budget for FY 2026-27 stands at $57,830,833. The FY 2025-26 numbers were $21,947,294 (identical to FY 2025-26) and $57,616,034, respectively.

2. EXTERNAL ECONOMIC HEADWINDS AND LONG-TERM STRATEGY

This budget proactively addresses impending structural revenue shifts, including sunsetting countywide funding sources (2030 Better Jacksonville Plan expiration), legislative homestead exemption pressures (~$1.08M reduction in FY 2027-28; ~$1.8M in FY 2028-29), and interlocal service cost-sharing dynamics with the Consolidated City of Jacksonville.

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3. ADMINISTRATIVE SUMMARY: STANDALONE $500,000 AMENDMENT 3 LINE ITEM

Purpose and Background Rationale

This portion of the transmittal provides a formal administrative explanation regarding the addition of a standalone $500,000 Capital Outlay Amendment 3 revenue line item and a corresponding $500,000 Capital Outlay - Amendment 3 expenditure line item within the General Fund budget summary:

- **Isolated Capital Outlay - Amendment 3 Accounting:** To account for dedicated capital funds without inflating baseline municipal operating expenditures, a distinct Capital Outlay - Amendment 3 revenue line item ($500,000) and expenditure line item ($500,000) have been added to the General Fund summary.
- **Transparency:** This balanced entry preserves clear line-item visibility for the City Commission and the public, ensuring capital reserve allocations related to Florida Constitutional Amendment 3 remain transparently isolated from routine departmental operational budgets.

Summary of General Fund Budget Adjustments

- **General Fund Total Revenues, Transfers, and Balances:** Increases from $21,447,294 to $21,947,294.
- **General Fund Total Direct Expenditures:** Increases from $21,447,294 to $21,947,294.
- **Net Fiscal Impact:** $0 (Balanced Budget Entry).

4. STRATEGIC INITIATIVES AND OPERATIONAL ACHIEVEMENTS

FY 2025-26 Operational Wins

- Enacted landmark tree protection code; completed Aquatic-Hopkins infrastructure.
- Converted water/sewer disinfection to safer alternatives; launched Phase 2 North Sherry Drive water main extension.
- Deployed robust enterprise resource planning software, Open AB portal, and AB Trees canopy tracking.
- Completed Marsh Oaks Community Center and Community Garden; hosted Centennial events and Turtle Crawl.

FY 2026-27 Key Priorities

- Execute Stormwater Master Plan update with geological surveys; prioritize public ROW drainage and ditch maintenance.
- Enact Old Growth Champion Tree Protection Ordinance; perform marsh shoreline restoration.
- Modernize Town Center lighting; build Sherry Drive traffic calming; update eBike Ordinance 2.0.
- Update Parks Master Plan; Donner Park upgrades; launch full Marsh Oaks Community Center operations.

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5. WORKFORCE RESTRUCTURING AND COST CONTAINMENT

- **Net Position Reductions:** Achieves a net reduction of 3 FTE positions in FY 2026-27 by eliminating the HR Deputy Director, Wastewater Plant Operator, and Building Maintenance roles (~$240,000 + benefits in savings). A multi-year target envisions reducing at least 4 additional FTEs through attrition by FY 2028-29 (~$450,000+ benefits).
- **Compensation Moderation ("Greater Of" Formula):** Implements the lowest net wage growth rate in a decade, increasing the base minimum wage floor from $16.83/hr ($35,006.40/yr) to $18.00/hr ($37,440/yr) via a fixed $2,433.60 annual boost. Staff earning under $121,680 receive a fixed $2,433.60 raise, while staff above $121,680 are capped at a 2.0% increase.
- **Digital Workflow Optimization:** Fully deploys BS&A Software and e-Plan Site Plan Review software to streamline municipal permitting and administration.
- **Special Fund Alignment:** Directs enterprise sources (Paid Parking Fund, Tree Protection Fund) to absorb cost-recovery items and tree canopy preservation.

6. TAX CONTEXT AND PROPERTY OWNER VALUE ANALYSIS

Taxing authority breakdown based on a median homesteaded assessed value of $582,320:

TAXING AUTHORITY	MILLAGE RATE	ANNUAL ASSESSMENT ($)	SHARE OF TOTAL (%)
Consolidated City of Jacksonville	7.9012	$3,161.32	44.9%
Duval County School Board	6.2550	$2,668.32	37.9%
City of Atlantic Beach	**2.7499**	**$1,100.45**	**15.6%**
St. Johns River Water Management District	0.1793	$89.65	1.3%
Florida Inland Navigation District	0.0270	$13.50	0.2%
TOTAL COMBINED TAXING AUTHORITIES	**17.1124**	**$7,033.24**	**100.0%**

Real-World Cost Reference: The City's annual property tax assessment of $1,100.45 on a median-assessed home equals roughly $91.70 per month, comparable to a standard monthly mobile phone plan.

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7. FISCAL YEAR 2026-27 GENERAL FUND SUMMARY TABLE

The tables below reflect the General Fund revenue sources and direct expenditure allocations incorporating the $500,000 Amendment 3 adjustment:

GENERAL FUND REVENUE CATEGORY	FY 2026-27 ALLOCATION ($)
Ad Valorem Taxes (2.7499 Mills)	$9,094,896
Sales, Gas, Services & Intergovernmental	$5,976,330
Fines, Miscellaneous, Permits & Internal Charges	$3,572,411
Capital Outlay - Amendment 3 (Standalone Revenue)	$500,000
Transfers In & Reserves / Fund Balances	$2,803,657
TOTAL GENERAL FUND REVENUES & BALANCES	**$21,947,294**

GENERAL FUND EXPENDITURE CATEGORY	FY 2026-27 ALLOCATION ($)
General Government & Human Services	$6,121,575
Public Safety	$9,334,501
Public Works (Transportation)	$3,731,560
Parks and Recreation (Culture and Recreation)	$2,259,658
Capital Outlay - Amendment 3 (Standalone Expenditure)	$500,000
TOTAL GENERAL FUND DIRECT EXPENDITURES	**$21,947,294**

8. FY 2026-27 BUDGET ADOPTION TIMELINE

DATE	BUDGET PROCESS MILESTONE
May 2026	Departmental Request Reviews Conducted by City Management
June 2026	Public and Commission Input Solicited
June 29, 2026	First Budget Workshop
July 20, 2026	Second Budget Workshop and Strategy Publication
August 4, 2026	TRIM Notice Submitted (Millage Capped at Current Rate)
August 19, 2026	Budget Workshop and Fiscal Strategy Submission
August 24, 2026	Third City Commission Budget Discussion & Submission
September 8, 2026	Updated Fiscal Year Budget Report Published
September 14, 2026	First Public Hearing on Millage Rate and Proposed Budget
September 28, 2026	Final Public Hearing & Adoption of FY 2026-27 Budget
October 1, 2026	Implementation of FY 2026-27 Adopted Budget

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, 2026

MEETING DATE: November 9, 2026

BACKGROUND: The rolling 90-day calendar is routinely revised based on input from City staff and City Commission members, and is included in each agenda for consideration of approval by consensus.

Please note that the next 2026 town hall meeting has been scheduled for:

- 10 a.m. Saturday, Oct. 17, at City Hall.

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for October 2026-December 2026 by consensus.

ATTACHMENT: City Commission 90-Day Calendar (October 2026-December 2026)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

October 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	5	6	7	8	9	10
11 Farmers Market 10 am-2 pm (Russell Park)	12 City Commission 6:00 pm (Invoc-Kelly)	13 Arts, Recreation, Culture Committee 6 pm	14 Environmental Stewardship Cmte. 6 pm Beaches E-Bike Meeting 6 pm (Jacksonville Beach Council Chamber)	15 Artist Reception 5-8 pm (Adele Grage)	16	17 Town Hall Meeting 10 am (Adele Grage) Family Fun Day & Campout Under the Stars 4-10 pm (Jack Russell Park)
18 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6pm (Adele Grage)	19	20 Community Development Board 6 pm	21	22	23	24
25 Farmers Market 10 am-2 pm (Russell Park)	26 City Commission 6:00 pm (Invoc-Ring)	27	28 Environmental Stewardship Cmte. 6 pm	29	30 ABPD Not-So-Spooky Haunted House	31

CITY COMMISSION

November 2026

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am-2 pm (Russell Park)	2	3 General Election	4 Environmental Stewardship Cmte. 6 pm	5 Code Enforcement Special Magistrate 2 pm Atlantic Beach Film Series – "Wall-E" 6 pm (Adele Grage)	6	7
8 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	9 City Commission 6:00 pm (Invoc-Ford)	10	11 City Offices Closed Veterans Day Veterans Day Ceremony 9 am (Beaches Veterans Memorial Park) Marsh Oaks Community Center Ribbon-Cutting Immediately Following Veterans Day Ceremony	12 Pension Boards 6 pm	13	14
15 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18 Environmental Stewardship Cmte. 6 pm	19 Artist Reception 5pm (Adele Grage)	20	21 Music Fest 4-8 pm (Jack Russell Park)
22 Farmers Market 10 am-2 pm (Russell Park)	23 City Commission 6:00 pm (Invoc-Bole)	24	25	26 City Offices Closed Thanksgiving Holiday	27 City Offices Closed Thanksgiving Holiday	28
29 Farmers Market 10 am-2 pm (Russell Park)	30					

CITY COMMISSION

December 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3 Artisans' Faire 4-8 pm (Adele Grage)	4	5
6 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	7	8 Arts, Recreation, Culture Committee 6 pm	9 Environmental Stewardship Cmte. 6 pm	10	11	12
13 Farmers Market 10 am-2 pm (Russell Park)	14 City Commission 6:00 pm (Invoc-Grant)	15 Community Development Board 6 pm	16 Environmental Stewardship Cmte. 6 pm	17 Artist Reception 6 pm (Adele Grage)	18	19
20 Farmers Market 10 am-2 pm (Russell Park)	21	22	23	24 City Offices Closed Christmas Eve Holiday	25 City Offices Closed Christmas Day Holiday	26
27 Farmers Market 10 am-2 pm (Russell Park)	28	29	30	31		

Building Department Monthly Activity Report - August 2026

	Permits Issued		Building Permit Fees		Construction Value	
	FY 2025	FY 2026 YTD	FY 2025	FY 2026 YTD	FY 2025	FY 2026 YTD
Single Family/SF Attached	39	33	$98,930.29	$86,332.03	$21,516,132.38	$25,159,875.00
Duplex	0	0	$0.00	$0.00	$0.00	$0.00
Multi-Family	0	0	$0.00	$0.00	$0.00	$0.00
Residential Addition	48	56	$36,503.33	$47,048.08	$9,018,882.57	$5,111,322.00
Residential Accessory	16	30	$3,196.86	$11,875.50	$554,543.56	$2,826,375.91
Residential Alteration	244	260	$55,063.82	$70,483.77	$8,654,095.83	$6,467,659.28
Demolition	39	36	$4,280.00	$25,152.08	$1,286,800.00	$2,058,775.25
Commercial New	4	6	$4,730.00	$1,888.25	$1,742,292.00	$345,000.00
Commercial Addition	2	4	$3,447.00	$22,116.26	$1,899,443.00	$6,017,442.00
Commercial Accessory	0	4	$0.00	$2,144.55	$0.00	$55,548.90
Commercial Alteration	31	25	$29,108.57	$30,405.54	$11,158,989.00	$6,069,852.34
Other	2119	2127	$245,213.94	$358,917.23	$42,886,384.03	$28,200,875.69
TOTAL	2542	2581	$480,473.81	$656,363.29	$98,717,562.37	$82,312,726.37

Inspections Performed		
Type	FY 2025	FY 2026 YTD
Building	2270	2351
Roof	825	482
Electrical	764	678
Mechanical	798	921
Plumbing	567	689
New Business	0	0
TOTAL	5224	5121

Permits Issued August 2026

	No. Issued	Building Permit Fees	Construction Value
Single Family/SF Attached	1	$ 1,216.75	$ 2,500,000.00
Duplex	0	$ -	$ -
Multi-Family	0	$ -	$ -
Residential Addition	4	$ 3,531.52	$ 770,000.00
Residential Accessory	3	$ 2,040.89	$ 50,201.00
Residential Alteration	28	$ 9,223.76	$ 667,142.53
Demolition	2	$ 1,219.60	$ 71,774.00
Commercial New	1	$ 1,433.25	$ 10,000.00
Commercial Addition	1	$ 10,963.13	$ 3,000,000.00
Commercial Accessory	1	$ 714.85	$ 18,516.30
Commercial Alteration	3	$ 2,042.94	$ 37,442.34
Swimming Pool	4	$ 2,405.54	$ 269,789.57
Roof	18	$ 3,966.76	$ 763,141.00
Driveway/ ROW	10	$ 5,213.00	$ 98,394.78
Fence/ Wall/ Barrier	13	$ 1,459.25	$ 20,400.00
Electrical	38	$ 6,561.05	$ 106,348.93
Mechanical	48	$ 7,033.15	519.423.31
Plumbing	16	$ 3,050.39	$ 125,188.00
Sign	0	$ -	$ -
Fire	0	$ -	$ -
Civil and Site	11	$ 2,536.50	$ 35,199.00
Other Misc.	1	$ 309.33	$ 9,150.00
TOTAL	203	$ 64,921.66	$ 8,552,687.45

Fees Collected August 2026

Re-Inspection Fees	$492.00
State Surcharges	$906.11
City Surcharge Retained	$90.61
Building Division Plan Check Fees	$3,890.00

Inspections Performed August 2025

Building	223
Roof	47
Electrical	74
Mechanical	104
Plumbing	58
New Business	0
TOTAL	506

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-116 authorizing the services of Complete Services Well Drilling, INC. for well #5 at Water Treatment Plant #2

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 2, 2026

MEETING DATE: October 12, 2026

BACKGROUND: As part of the Capital Improvements Projects, Public Utilities staff solicited proposals to pull, video inspect, and service the pump at Well #5, located at Water Treatment Plant #2 on Mayport Road. This work is necessary to inspect the well for any buildup, cracking, or other potential issues and to proactively identify repairs that may be needed to maintain the well and pump system.

Staff received two quotes for the work, which includes pulling the existing pump, conducting a video inspection of the well, and installing a new pump. Complete Services Well Drilling, Inc. submitted the lowest quote in the amount of $55,675.

There are only two companies in the area that perform this work, and Complete Services Well Drilling, Inc. has previously performed work for the Utilities Department. Based on the competitive pricing and the contractor's prior experience with the City's utility infrastructure, staff recommends accepting the quote from Complete Services Well Drilling, Inc. in the amount of $55,675 for the work at Water Treatment Plant #2.

BUDGET: Funds have been budgeted for this service in the Public Utilities Wastewater Treatment account 400-5502-533-6300 for Project PU2609.

RECOMMENDATION: Adopt Resolution No. 26-116

ATTACHMENT(S): 1. Resolution No. 26-116
2. Quotes

PUBLIC OUTREACH: N/A

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-116

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING COMPLETE WELL SERVICES, INC. VIDEO AND PUMP REPLACEMENT AT WATER TREATMENT PLANT #2; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, video inspection of well #5 at the Water Treatment Plant #2 on Mayport Road has been identified in the 2026 Capital Improvements Plan; and

WHEREAS, two quotes were obtained from Complete Service Well Drilling, INC, and Partridge Well Drilling, Inc; and

WHEREAS, the lowest quote was from Complete Service Well Drilling, INC. for $55,675 to pull the pump, video the well and replace the pump; and

WHEREAS, the budget for this project is included in the Capital Improvements Projects for the Public Utilities Department under account 400-5502-533-6300 in Project No. PU2609.

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

SECTION 1. The City Commission hereby approves well #5 work and pump replacement at Water Treatment Plant #2.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Complete Service Well Drilling, INC. and approve a Purchase Order to said vendor in the amount of $55,675.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 12th day of October, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Complete Services Well Drilling, INC.
9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
9046938635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

Estimate

ADDRESS
City of Atlantic Beach

ESTIMATE # 2704
DATE 07/07/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services City of Atlantic Beach Mayport WTP Well 2 Pull existing Pump and install flange with port to video the well			10,000.00
	Services Video Well			3,200.00
	Services Supply replacement pump with 60ft setting depth			26,475.00
	Services Fabricate Flange For new Pump			5,000.00
	Services Installation of new production pump			11,000.00

TOTAL **$55,675.00**

Accepted By

Accepted Date

PARTRIDGE
WELL DRILLING CO., INC.
Since 1892

Contract #	52413
Date	9/3/2026
Valid Through	**10/03/2026**

City of Atlantic Beach,
1200 Sandpiper Rd.
Atlantic Beach FL 32233

SITE
2301 Mayport Rd
Atlantic Beach FL 32233
Contact Danny

Remove existing turbine pump. Video log well. Install new FloWise 14LC 1 stage turbine pump, 80' 12" column pipe, discharge head, 30HP motor, and 12" gate valve.	1	$89,324.00	$89,324.00

.

Price does not include electrical wiring.

Price does not include connecting discharge piping.

If the pump is stuck in the well there would be additional charges.

Recommend doing a draw down test before removing old pump.

Total Contract **$89,324.00**

A 50% deposit of $44,662.00 will be needed to schedule Contract

THE BALANCE FOR EACH ITEM WILL BE DUE WHEN INVOICED. A service charge of 1.5% per month will be charged on past due accounts. Unless Buyer notifies Seller in writing within fifteen (15) days from date of invoice, it shall be presumed that goods and services are satisfactory and acceptable to Buyer. Buyer shall pay Seller's cost of collection including a reasonable attorney's fee at all levels of court. Owners Grant to Partridge Well Co., Inc. the right to enter upon and drive vehicles including heavy trucks, over his property to site using most efficient means of ingress and egress at sole discretion of Partridge Well Co., Inc. and agrees to release and save harmless Partridge Well Co., Inc. from any and all damage to said property and all equipment, fixtures or improvements located upon, on or under the ground. This proposal is subject to change unless signed, returned and order to proceed is given within 30 days. The above proposal is accepted at the prices and terms specified herein. It is agreed that the seller will retain title to any equipment or materials that may be furnished until final payment is made as agreed. The seller shall have rights to remove same and seller will be held harmless for any damages resulting from the removal thereof. This contract voids previous contract(s) with the same contract number. It is the owner's responsibility to identify and mark the location of any and all private utilities including but not limited to cables, wires, pipes, gas lines, septic tanks and drainfields etc. Owners agree to release and hold harmless Partridge Well Drilling Co. Inc. from any and all damages to said private utilities.

			R Stevens	9/3/2026
Signature Owner/Contractor	Print Name	Date	PWD Representative	Date

SID: 19066 CID 13808 4744 Collins Road - Jacksonville, FL 32244 1/1

October 12, 2026

To: Atlantic Beach City Commission
From: Arts, Recreation & Culture Committee (ARCC)
Subject: Semi-Annual Report

Dear City Commission:

On behalf of the Arts, Recreation & Culture Committee (ARCC), we are pleased to submit our semi-annual report. Earlier this year, the committee adopted its priorities for the upcoming fiscal year, and those priorities are attached for your review.

The committee has also completed its work on the 2026–27 ARCC Grant Program. This year, we received 16 applications totaling $72,620 in funding requests. Attached are the recommended awards, which total the budgeted $40,000. All applicants were invited to present in the Commission Chambers on August 26, 2026.

During the review process, the committee identified opportunities for three long-standing programs—Yoga in the Park, Chair Yoga, and the Juggling Club—to transition from grant funding to continuous City support. The committee fully supports these programs and recommends ongoing oversight by Recreation staff moving forward.

Thank you for your continued support of arts, recreation, and cultural programming in Atlantic Beach.

Sincerely,

Josue Cruz, ARCC Chair
Jordan Leslie, Recreation Manager

[Document title]

ARTS, RECREATION & CULTURE COMMITTEE
FICAL YEAR 2026-27 PRIORITIES

COMMUNICATIONS & MARKETING

- *Improve signage around the city and launch a marketing campaign to better reach residents.*
    - Signage
        - Marquee-type signage like the one at City Hall placed in various parts of our city, which can share upcoming events.
            - Sample locations:
              Adele Grange
            - Near Beaches Town Center (AB side)
            - Donner Park
            - Jordan Park
    - Marketing campaign can be:
        - 4-6 month AB-resident-targeted promo campaign for the COAB Recreation social channels
            - @coabrecreation (IG)
            - /CityOfAtlanticBeachRecreation (FB)
        - Inclusion of social handles on all AB Recreation staff email signatures

PROGRAMMING

Enhance arts, recreation, and culture programming.

1. Develop a menu of offerings for Marsh Oaks Community Garden:
    a. cooking class using herbs and vegetables grown in garden.
    b. basic gardening classes
    c. children's gardening classes
    d. 'natural methods for pest control' class
    e. "How to handle freeze" class
    f. Tai Chi in the garden
    g. Chair Yoga in the garden

2. Facilitate the installation of beach volleyball courts.
    a. Target 18th Street, as there is parking already available there
    b. Install usage Rules & Regulations signage

i. *Sample rules*:
   1. Winning Team Stays: Usually, the winners stay on the court, but must rotate off after two consecutive wins if others are waiting.
   2. Challenge System: Individuals or teams waiting to play should "challenge" by placing their name (or a ball) on a list or in a queue next to the court.
   3. Time Limits: During busy hours, matches may be capped at 45–55 minutes or a single set to 21 to ensure everyone gets a turn.

c. Host grand opening tournament for locals

3. Develop monthly social events for 21+ Atlantic Beach residents
   a. A recurring, adults-only social designed to help residents meet organically
      i. Monthly or bi-monthly 1-2 hour events for meeting your local AB residents
      ii. Local spots in AB (parks, community centers, restaurants, etc.)
   b. Theme ideas:
      i. **Local Bites Night** – food tastings from local restaurants
      ii. **Sip & Shop** – pop-up vendors + cocktails
      iii. **Sunset Social** – rooftop or waterfront vibes
      iv. **Game Night Social** – light games (cornhole, trivia, card games, karaoke)
      v. **Wellness + Wine** – mini fitness/yoga or line dancing + drinks after
      vi. **Networking Lite** – more structured but still casual
      vii. **Doggy Night** – for folks and K-9 friends
   c. Local Focus:
      i. Partner with different local restaurants or bars
      ii. Rotate neighborhoods to spread engagement across the city
   d. Ideal state: We would fund any expenses needed. If not possible, then would need to keep the cost low to encourage participation ($10-$15 per ticket)

4. Upgrade/Revisit the racquetball courts.
   a. Options:
      i. tear down 1 wall and still being able to use the space. Lacrosse players can use it, handball can use it, and it is no longer a secure place for mischievous teenagers to be out of the public view
      ii. Install a lock box or a coded lock on the door. When one reserves a court, they receive a lock code to get in. This will also protect from people misusing the courts.

iii. Re-surface and Re-open with a Racquetball tournament.

STRETCH GOAL

5. Facilitate the installation of a Community Pool
    a. A community pool could bring:
        i. Community connection + social programming
        ii. Public health + youth engagement
        iii. Economic + placemaking driver (events, classes, partnerships)
    b. Potential site considerations:
        i. Existing parks
        ii. Underutilized land
        iii. Walkability / accessibility
        iv. Parking + neighborhood impact
    c. Funding Brainstorm:
        i. City capital budget (full or partial funding)
        ii. Grants (state recreation, health initiatives)
        iii. Public-private partnerships
        iv. Sponsorship/naming rights
        v. Membership or usage fees
    d. ARCC Involvement:
        i. Help shape programming (events)
        ii. Assist with branding and launch
        iii. Ensure it becomes a true community hub—not just a facility

[Document title]

Applicant	Amount Requested	Amount Recommended	Contact
Beach Gazette	$5,000	$0	Georgette Dumont
Beaches Fine Art Series	$5,000	$4,000	Kathy Wallis
Beaches Juggling Club	$5,000	City Budget	Rhett Farber
Beaches Museum	$3,000	$3,000	Hannah Sohl
Brush Up Canvas	$5,000	$4,000	Crystal Rodriguez
Chair Yoga	$5,000	City Budget	Tony Hanneken
Creative Club	$5,000	$4,000	Helena Acosta
First Coast Comedy	$5,000	$2,500	Alex Grindeland
FACE 4 Kids	$3,500	$3,500	Kirk Farber
Intentional Living Series	$4,750	$3,000	Aurora Farber
Mindfulness Series	$5,000	$3,000	Diana Vasquez
Outdoor Escape Room	$3,820	$2,000	Eran Tobol
Possibilities Plus	$5,000	$5,000	Susan Peters
Revive Joy Gatherings	$5,000	$2,000	Karin Frosio
Wings & Flippers	$4,950	$4,000	Elizabeth Filippeli
Yoga in the Park	$2,600	City Budget	Tracy Marko
	$72,620	**$40,000**	

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-122 Street Sweeping Truck Lease Purchase
Rescinding Resolution No. 26-96

SUBMITTED BY: Matt Krug, Deputy Director of Public Works

TODAY'S DATE: October 9, 2026

MEETING DATE: October 12, 2026

BACKGROUND: City staff recommends rescinding Resolution No. 26-96 and adopting a revised resolution that incorporates specific financing language authorizing a lease-purchase agreement with Leasing 2, Inc. for the Elgin RegenX Street Sweeper.

The City of Atlantic Beach currently outsources street sweeping services to an external contractor, Sweeping Corporation of America (SCA). Street sweeping is required to fulfill the requirements of the City's Municipal Separate Storm Sewer (MS4) Permit through the Florida Department of Environmental Protection (FDEP).

The contract, Bid No. 2122-13, was executed on October 1, 2022, and is scheduled to terminate on September 30, 2027. Throughout the term of the contract, Public Works staff have documented repeated instances of missed or incomplete sweeps, failure to provide required documentation, and billing errors. Public Works staff have met with SCA representatives on multiple occasions to discuss these deficiencies and provide the contractor with opportunities to correct them. Despite these efforts, the contractor has failed to achieve and maintain compliance with the terms and performance requirements of the contract. As a result, staff no longer have confidence in the contractor's ability to consistently meet the City's service expectations and contractual obligations.

Public Works staff propose moving street sweeping services in-house and procuring a new Elgin RegenX Regenerative Air Vacuum Street Sweeper via a municipal lease-to-own program. This transition will dramatically improve roadway coverage, enhance localized quality control, and keep the City in strict compliance with state environmental mandates.

KEY PROVISIONS OF THE AGREEMENT

- Service Frequency Upgrade: Street sweeping coverage on standard City streets (approximately 55.5 centerline miles) will be upgraded from bi-monthly contract specifications to monthly (12 times per year) or on an as-needed basis.
- Will satisfy Florida Department of Environmental Protection (FDEP) and National Pollutant Discharge Elimination System (NPDES) MS4 stormwater permit mandates.

- Contract Cancellation: The City will issue a formal cancellation notice to SCA pending Commission approval. Contracted services will continue through September 30, 2026, to seamlessly bridge the gap to the new fiscal year.
- Equipment Delivery: Environmental Products Group, under Sourcewell Contract #093021-ELG, can provide the lease-purchased street sweeping truck with an estimated equipment delivery date by November 4, 2026.
- Leasing 2, Inc. will provide a lease-purchase agreement for the financing of the Elgin RegenX Street Sweeper.
- Maintenance & Warranty: Mechanical repairs will be handled directly by the City's fleet maintenance contractor, TransDev Services. The procurement includes a 5-year parts and labor warranty on the Elgin sweeper body to mitigate internal maintenance risk.

BUDGET IMPACT

The City currently pays $86,713.20 annually for contracted sweeping. Transitioning to an in-house model will require entering into a 7-year municipal lease-to-own agreement at an annual cost of $58,699.54 starting in FY2026-2027. This option serves as the closest immediate match to current contract spending and saves $28,013.66 annually in capital costs.

The internal Public Works budget will absorb ongoing operational overhead variables, including operator labor/benefits, fuel, potential night-shift overtime, and certified waste disposal fees.

STAFF RECOMMENDATION

Staff recommend that the City Commission rescind Resolution No.26-96 and approve Resolution No. 26-122 approving the transition to in-house street sweeping operations effective at the start of FY2026-2027, authorize contract cancellation notice to Sweeping Corporation of America, and approve the 7-year lease-to-own procurement of the Elgin RegenX street sweeper.

PUBLIC OUTREACH

- Concerns from residents about quality of street sweeping done by Sweeping Corp of America.

ATTACHMENT

1. Resolution No. 26-122
2. Resolution No. 26-96
3. Elgin RegenX Proposal dated July 20, 2026
4. Leasing 2 Atlantic Beach Lease Packet

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 26-122

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RESCINDING RESOLUTION NO. 26-96; APPROVING STREET SWEEPING TRUCK LEASE PURCHASE UNDER RESOLUTION NUMBER 26-122; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution No. 26-96 was approved on August 10, 2026, and is being rescinded; and

WHEREAS, the City of Atlantic Beach currently outsources street sweeping services to an external contractor, Sweeping Corporation of America (SCA). Street sweeping is required to fulfill the requirements of the City's Municipal Separate Storm Sewer (MS4) Permit through the Florida Department of Environmental Protection (FDEP); and

WHEREAS, throughout the term of the contract with SCA, Public Works staff have documented repeated instances of missed or incomplete sweeps, failure to provide required documentation, and billing errors. Public Works staff have met with SCA representatives on multiple occasions to discuss these deficiencies and provide the contractor with opportunities to correct them. Despite these efforts, the contractor has failed to achieve and maintain compliance with the terms and performance requirements of the contract. As a result, staff no longer have confidence in the contractor's ability to consistently meet the City's service expectations and contractual obligations; and

WHEREAS, Public Works staff propose moving street sweeping services in-house and procuring a new Elgin RegenX Regenerative Air Vacuum Street Sweeper via a municipal lease-to-own program. This transition will dramatically improve roadway coverage, enhance localized quality control, and keep the City in strict compliance with state environmental mandates; and

WHEREAS, Environmental Products Group, under Sourcewell Contract #093021-ELG, can provide the lease-purchased street sweeping truck with an estimated equipment delivery date by November 4, 2026 for $58,699.54 annually for seven years; and

WHERAS, Leasing 2, Inc. will provide a lease-purchase agreement for the financing of the Elgin RegenX Street Sweeper; and

WHEREAS, the City currently pays $86,713.20 annually for contracted sweeping. Transitioning to an in-house model will require entering into a 7-year municipal lease-to-own agreement at an annual cost of $58,699.54 starting in FY2026-2027. This option serves as the closest immediate match to current contract spending and saves $28,013.66 annually in capital costs; and

WHEREAS, the internal Public Works budget will absorb ongoing operational overhead variables, including operator labor/benefits, fuel, potential night-shift overtime, and certified waste disposal fees; and

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

SECTION 1. The City Commission hereby approves the contract with Leasing 2, Inc. to lease-purchase an Elgin RegenX Regenerative Air Vacuum Street Sweeper;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Leasing 2, Inc. and approve a Purchase Order to said vendor in the amount of $58,699.54 annually for seven years;

SECTION 3. The City Commission hereby rescinds Resolution No. 26-96

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 12th day of October 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

RESOLUTION NO. 26-96

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING STREET SWEEPING TRUCK LEASE PURCHASE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Atlantic Beach currently outsources street sweeping services to an external contractor, Sweeping Corporation of America (SCA). Street sweeping is required to fulfill the requirements of the City's Municipal Separate Storm Sewer (MS4) Permit through the Florida Department of Environmental Protection (FDEP); and

WHEREAS, throughout the term of the contract with SCA, Public Works staff have documented repeated instances of missed or incomplete sweeps, failure to provide required documentation, and billing errors. Public Works staff have met with SCA representatives on multiple occasions to discuss these deficiencies and provide the contractor with opportunities to correct them. Despite these efforts, the contractor has failed to achieve and maintain compliance with the terms and performance requirements of the contract. As a result, staff no longer have confidence in the contractor's ability to consistently meet the City's service expectations and contractual obligations; and

WHEREAS, Public Works staff propose moving street sweeping services in-house and procuring a new Elgin RegenX Regenerative Air Vacuum Street Sweeper via a municipal lease-to-own program. This transition will dramatically improve roadway coverage, enhance localized quality control, and keep the City in strict compliance with state environmental mandates; and

WHEREAS, Environmental Products Group, under Sourcewell Contract #093021-ELG, can provide the lease-purchased street sweeping truck with an estimated equipment delivery date by November 4, 2026 for $58,699.54 annually for seven years; and

WHEREAS, the City currently pays $86,713.20 annually for contracted sweeping. Transitioning to an in-house model will require entering into a 7-year municipal lease-to-own agreement at an annual cost of $58,699.54 starting in FY2026-2027. This option serves as the closest immediate match to current contract spending and saves $28,013.66 annually in capital costs; and

WHEREAS, the internal Public Works budget will absorb ongoing operational overhead variables, including operator labor/benefits, fuel, potential night-shift overtime, and certified waste disposal fees; and

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

SECTION 1. The City Commission hereby approves the contract with Environmental Products Group to lease-purchase an Elgin RegenX Regenerative Air Vacuum Street Sweeper;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Environmental Products Group and approve a Purchase Order to said vendor in the amount of $58,699.54 annually for seven years;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 10th day of August 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY

Prepared for: City of Atlantic Beach

Sourcewell Contract # 093021-ELG

Atlantic Beach Member ID # 67064

ELGIN
Subsidiary of Federal Signal Corporation



New Elgin RegenX Street Sweeper

Regen-X Regenerative Air Vacuum Street Sweeper with 74 HP Auxiliary Engine & Mid-Dump

Nick Causey | 904.537.8799| Name@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

Attn: Matthew Krug
City of Atlantic Beach
July 20th, 2026

Elgin Street Sweepers

Environmental Products Group would like to thank you for the opportunity to present the following budget proposal on a **New Elgin RegenX Street Sweeper.**

Environmental Products Group is the sole provider of Elgin Street Sweeping Equipment in the State of Georgia, as well as many other leading industry product lines including: Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, Labrie Refuse Equipment, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more… we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

EPG

Nick Causey
Territory Sales Manager
Environmental Products Group, Inc.
C: 904.537.8799 | **O:** 407.798.0004
W: www.myepg.com

ENVIRONMENTAL PRODUCTS GROUP

Product Description

- Tier 4F Emissions, John Deere 4045 turbocharged Diesel Engine, 8 Cubic Yard Tilting Hopper w/ 50-degree dump angle, Right and Left Side Brooms, Sweeper Powder Coated White with Gray Undercarriage and Includes the Standard Features listed below

Standard Features

- Chassis Painted Standard White
- Sweeper Parts Manual
- Sweeper Operators Manual
- John Deere Operators Manual
- John Deere Parts
- Broom measurement ruler
- Machine delivery packet
- Elgin safety manual
- Auto Shutdown, Aux. Engine: low oil pressure, high coolant temp, hydraulic oil level, fuel temp, intake manifold air temp, water-in-fuel, very high soot loading.
- Backup Alarm, electric
- Brooms, hydraulic rotation
- Brooms, Dual
- Console, w/rocker switches for all sweep functions
- Full gauge package including tachometer, engine hour meter, oil pressure indicator and coolant temperature. Engine speed control, side broom down pressure controls and automotive style blade fuses. Standard indicators for full load, screen down, and hydraulic oil temp indicator lamps. Optional indicator lamps for hopper up, door open and/or hydraulic oil temp.
- Sweep resume/sweep transport/reverse pick-up
- Fuel Water Separator on Aux Engine
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls
- Hose, hydrant fill
- LED Clearance Lights
- Lights; rear clearance and rear identification
- 8" convex mirror
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 13" (324mm) inside diameter suction hose with quick disconnect on suctions side
- Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction, nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Hydraulic Oil Cooler

Nick Causey | 904.537.8799| Name@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

- Vacuum enhancer, cable-controlled in cab, 5 settings
- Water tank, molded polyethylene, 250 gallons
- Water pre-filter, hydrant fill hose
- FUNCTIONAL CONTROL OF WATER SYSTEM dispenses water with the use of the sweeper function rocker switch. Water to pick up head on when water is turned on, water to side brooms on when brooms are deployed.
- ANTI SIPHON 2-1/2" AIR GAP

Additional Features

- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Triangle Reflector Flares
- 25 ft. Fill Hose
- Idle Down Low Water Sensor
- In-Cab Hopper Dump
- Auxiliary Hydraulic Pump
- Front Spray Bar
- Hydraulic Temperature Shutdown with Level Gauge
- Right Hand Lockable Toolbox
- Left Hand Lockable Toolbox
- Right Hand Inspection Door
- LED Beacon Front & Rear
- LED Sidebroom & Pick Up Head Lights
- Hydrant Wrench
- Service Manual
- Automatic Lubrication System
- Delivery and Training Included
- Five (5) Year Parts & Labor Warranty on Elgin Sweeper Body

Chassis Options

- New Freightliner M2, Dual Steer Chassis, Automatic Allison Transmission
- Dual High Back Bostrom Air Ride Seats with Armrests
- Right Fender Mounted Mirror
- LED Stop/Tail/Turn
- AM/FM/Bluetooth/CD Radio
- Power Windows/Door Locks, Dual Tilt Steering Wheels
- Fire Extinguisher

Nick Causey | 904.537.8799| Name@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

Sourcewell Contract #093021-ELG Price: $344,609.00

***Quote is good for 60-days*

****Estimated Delivery Date by 11/4/26*

Annual Lease Options

Five (5) -Year Annual Lease – $78,258.39

Six (6) - Year Annual Lease – $66,845.29

Seven (7) - Year Annual Lease – $58,699.54

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Nick Causey
Territory Sales Manager
Environmental Products Group, Inc.
C: 904.537.8799 | **O:** 407.798.0004
W: www.myepg.com

ELGIN Subsidiary of Federal Signal Corporation Sourcewell

https://www.sourcewell-mn.gov/cooperative-purchasing/093021-ELG

MODEL: REGEN X

	Part Number	Elgin RegenX	LIST PRICE	EXTENDED PRICE
1	1130001	Tier 4F emissions, John Deere 4045 turbocharged diesel engine, 8 cu. yard tilting hopper w/ 50 degree dump angle, right and left side brooms, sweeper powdercoated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below	$164,680	$164,680
1	1125645	Alts-Freightliner M2 Chassis 33K GVWR 26K GVWR	$3,585	$3,585
1	1136105	Freightliner M2 Chassis 106 WB=176 26K GVWR	$136,876	$136,876

Standard Features

Description
Parts Manual
Operators Manual
John Deere Operators Manual
John Deere Parts
Broom measurement ruler
16' 8" Water fill hose
Machine delivery packet
Elgin safety manual
Auto Shutdown, Aux. Engine: low oil pressure, high coolant temp, fuel temp,
Backup Alarm, electric
Brooms, hydraulic rotation
Brooms, Dual
Camera, rear mounted
Console, w/rocker switches for all sweep functions
Full gauge package including tachometer, engine hour meter, oil pressure indicator and coolant temperature. Engine speed control, side broom down pressure controls and automotive style blade fuses. Standard indicators for full load, screen down, and hydraulic oil level indicator lamps.
Sweep resume/sweep transport/reverse pick-up
Fuel Water Separator on Aux Engine
Hopper rear door, hydraulically opened/closed and locked/unlocked w/ external
Hose, hydrant fill, 16'8" (5080 mm) with coupling
LED Clearance Lights
Lights; rear clearance and rear identification
Right hand 8" convex mirror
Pick-Up head camera
Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose,
Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction,
Side Broom Outer Position Stop
Hydraulic Oil Cooler
Vacuum enhancer, cable-controlled in cab, 5 settings
Water tank, molded polyethylene, 250 gallons
Water pre-filter, hydrant fill hose
FUNCTIONAL CONTROL OF WATER SYSTEM dispenses water with the use of the sweeper function rocker switch. Water to pickup head on when water is turned on, water to
ANTI SIPHON 2-1/2" AIR GAP
Bolt-on 2 ply rubber fan housing liner

Optional Features

	Part Number	Description	LIST PRICE	EXTENDED PRICE
1	702472	REGENX SERVICE MANUAL	$120	$120
1	1131223	IN-CAB RIGHT HAND GUTTER BROOM TILT - NO DISPLAY	$935	$935
1	1131222	IN-CAB LEFT HAND GUTTER BROOM TILT - NO DISPLAY	$935	$935
1	1130055	***IN-CAB HOPPER DUMP	$1,620	$1,620
1	1133498	HYDRAULIC OIL TEMPERATURE SHUTDOWN W/INDICATOR	$220	$220
1	1130042	RIGHT HAND INSPECTION DOOR	$615	$615
1	9306848	TRIANGLE REFLECTOR FLARES (3)	$130	$130
1	1131236	AUXILIARY HYDRAULIC PUMP USE **WITH** IN-CAB HOPPER DUMP	$1,550	$1,550
1	1036150	HYDRANT WRENCH	$155	$155
1	1130043	LEFT HAND TOOLBOX	$1,105	$1,105

1	1130044	RIGHT HAND TOOLBOX	$945	$945
1	1032484	25' WATER FILL HOSE (ILO 16' 8")	$280	$280
1	SP100001	AUTOMATIC LUBRICATION SYSTEM	$9,985	$9,985
1	1134112	IDLE DOWN NO WATER	$530	$530
	Part Number	**Lighting Options**	**LIST PRICE**	**EXTENDED PRICE**
1	1130773	LED BEACON FRONT AND REAR	$2,340	$2,340
1	1132252	DUAL SIDEBROOM AND SINGLE PICKUP HEAD LED FLOOD LIGHTS	$1,070	$1,070
	Part Number	**Chassis Options (*Some optional features are standard on other Elgin offerings)**	**LIST PRICE**	**EXTENDED PRICE**
1	1080756	RIGHT HAND FENDER MOUNTED MIRROR	$925	$925
1	1081747	(2) BOSTROM AIR 905 CLOTH HI-BACK*	$3,065	$3,065
1	1081912	DUAL ARM REST - CLOTH	$965	$965
1	1130047	FRONT SPRAY BAR	$970	$970
1	1118356	2 1/2 LB. FIRE EXTINGUISHER	$295	$295
1	SPECIAL	POWER LOCKS & WINDOWS*	$859	$859

	Part Number	**WARRANTY**	**LIST PRICE**	**EXTENDED PRICE**
1	EW-AIR-NA-5PL	REGENX 5TH YEAR PARTS/LABOR	$10,660	$10,660

	Part Number	**FREIGHT RATES - EFFECTIVITY DATE: 01/01/2022**	**LIST PRICE**	**EXTENDED PRICE**
1	FRT-104-010	FREIGHT-FL,LA,TX,NM,CO,WY,MT	$5,450	$5,450

		SUBTOTAL		$350,865
0		SOURCEWELL-DISCOUNT	$6,256	-$6,256
		TOTAL		**$344,609**

LEASING 2

September 25, 2026

Sent via email: pdrake@coab.us

Patty Drake
Procurement Manager
City of Atlantic Beach

Re: Financing for (1) Elgin RegenX Street Sweeper

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (813) 258-9888 x14.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

☐ ***Lease Purchase Agreement***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit A – Resolution of Governing Body***
- To be replaced with Resolution 26-96.
- Signed by Lessee's authorized signatory.
- Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.

☐ ***Exhibit B – Opinion of Lessee's Counsel***
- Printed on attorney's letterhead and signed by attorney. Original signature required.

☐ ***Exhibit C – Page Intentionally Blank***

☐ ***Exhibit D – Description of Equipment***
- Enter the address where the equipment will be located.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit E – Payment Schedule***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit F – Acceptance Certificate***
- Please **DO NOT CHECK ANY BOXES** – this will be completed at closing, and you will receive a fully executed Agreement post-closing.
- Signed by Lessee's authorized signatory.

☐ ***Exhibit G – Essential Use/Source of Funds Letter***
- Enter a description of how the equipment will be used and the services it will provide.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit H – Designation of Bank Qualification***
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit I – Notice and Acknowledgement of Assignment***
- Signed and dated by Lessee's authorized signatory.

☐ ***Insurance Coverage Requirement***

- Enter the name, address & phone number of your insurance agent.
- If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.

☐ ***Billing Information***

- Enter all the requested information.

☐ ***Escrow Agreement***

- Signed and dated by Lessee's authorized signatory.

☐ ***Escrow Agreement Exhibit A – (FOR FUTURE VENDOR PAYMENT(S) FROM ESCROW)***

- At least a week in advance of equipment delivery, contact Annette Keys, akeys@leasing2.com.
- We will complete Escrow Exhibit A and scan it to you for signing along with the invoice(s) being approved for payment.

✓ **POST FUNDING REQUIREMENTS**

☐ ***IRS Form 8038-G***

- We will email you this form for signature after the lease is funded.

☐ ***Escrow Disbursements***

- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO RETURNING.

PLEASE RETURN ALL DOCUMENTS BY: ***OCTOBER 12, 2026***

Email to:
Donna Womack
dwomack@leasing2.com
Phone: (813) 258-9888, Ext. 14

Overnight to:
Leasing 2, Inc.
1720 W. Cass St.
Tampa, FL 33606

Alternate contact:
Austen Bauer
abauer@leasing2.com
Phone: (813) 258-9888, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of October 15, 2026

This Lease-Purchase Agreement (the "Agreement") dated as of **October 15, 2026** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Atlantic Beach** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:
WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS
Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.
"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.
"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.
"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.
"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.
"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.
"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.
"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE I I COVENANTS OF LESSEE
Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:
(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.
(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
(j) Lessee shall not give up possession or control of the Equipment.
(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.
(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.
(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT
Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM
Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.
Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

(a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or

(b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or

(c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall , if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

(a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Counterparts; Electronic Signature. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

By: _____

Title: _____

Date: _____

LESSEE: City of Atlantic Beach

By: _____

Title: Kevin Hogencamp
City Manager

Date: _____

EXHIBIT A

TO BE REPLACED WITH
RESOLUTION 26-96

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **City of Atlantic Beach**

DATE OF AGREEMENT: **October 15, 2026**

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

[Ladies and]Gentlemen:

As counsel for **City of Atlantic Beach** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **October 15, 2026** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida.**

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. Applicable public bidding requirements have been complied with.

5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.

6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

_____

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

PAGE INTENTIONALLY BLANK

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(1) Elgin RegenX Street Sweeper, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

1200 Sandpiper Lane

Atlantic Beach, FL 32233

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Atlantic Beach**

By: _____
Kevin Hogencamp

Title: City Manager

Date: _____

EXHIBIT E

PAYMENT SCHEDULE

LESSEE: City of Atlantic Beach
LEASE AMOUNT: $344,609.00
COMMENCEMENT DATE: 10/15/2026
INTEREST RATE: 6.10%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	11/15/2026	$58,699.54	$1,810.80	$56,888.74	$298,054.57
2	11/15/2027	$58,699.54	$17,557.23	$41,142.31	$254,564.92
3	11/15/2028	$58,699.54	$15,046.65	$43,652.89	$208,770.33
4	11/15/2029	$58,699.54	$12,382.87	$46,316.67	$160,548.62
5	11/15/2030	$58,699.54	$9,556.54	$49,143.00	$109,771.16
6	11/15/2031	$58,699.54	$6,557.74	$52,141.80	$56,302.50
7	11/15/2032	$58,699.54	$3,375.95	$55,323.59	$0.00
Grand Totals		**$410,896.78**	**$66,287.78**	**$344,609.00**	

LESSEE: **City of Atlantic Beach**

By: _____
Kevin Hogencamp

Title: City Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **October 15, 2026**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted**: Lessee has received in good condition all the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place**: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Atlantic Beach**

By: _____
Kevin Hogencamp

Title: City Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **October 15, 2026.**

Reference is made to certain Lease-Purchase Agreement dated **October 15, 2026,** between **Leasing 2, Inc.** and **City of Atlantic Beach,** leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: _____

_____

_____

_____

Sincerely,

_____ _____

Kevin Hogencamp, City Manager Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **October 15, 2026**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Atlantic Beach** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than $10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Atlantic Beach**

By: _____
Kevin Hogencamp

Title: City Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Atlantic Beach** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **October 15, 2026**, between **Leasing 2, Inc.** ("Lessor") and **City of Atlantic Beach** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Atlantic Beach** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

LESSEE: **City of Atlantic Beach**

By: _____
Kevin Hogencamp

Title: City Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Atlantic Beach**
800 Seminole Road
Atlantic Beach, FL 32233

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in insurance contact information)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

to issue Certificate of Insurance coverage showing the following:

☐ **Equipment Description – Include all applicable: Make/Model/Year, VIN, serial number (s), etc.**

☐ **Deductible -** **Note the deductible amounts on the policy**

All risk coverage to guarantee proceeds of Full Replacement Value noted on the policy

☐ **Public Liability – Minimum Coverage Required:**

$ 500,000 per person
$1,000,000 aggregate bodily injury liability
$1,000,000 property damage liability

☐ **Additional Insured and Loss Payee**

Leasing 2, Inc. and/or its Assigns MUST be listed as Additional Insured and Loss Payee

Please forward certificate as soon as possible to: akeys@leasing2.com or Fax (813) 258-9333

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Kevin Hogencamp

Title: City Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name:_____

Company:_____

Street Address or Box #:_____

City, State, Zip: _____

County: _____

Telephone:_____(_____)_____

Fax:_____(_____)_____

Email Address:_____

Invoice Reference: _____(1) Elgin RegenX Street Sweeper_____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **October 15, 2026** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Atlantic Beach** ("Lessee") and Old National Wealth Management ("Escrow Agent").

RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **October 15, 2026** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **Santander Bank, N.A.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Escrow Agent shall undertake the duties and obligations of Escrow Agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.

2. Lessor has delivered to Escrow Agent the sum of $ **344,609.00** ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.

3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.

4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.

5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.

6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.

7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor Escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.

8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.

10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.

13. This Escrow Agreement may be amended only by written agreement executed by all the parties.

14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR: Leasing 2, Inc.

BY: _____

Name: _____

Title: _____

LESSEE: City of Atlantic Beach

BY: _____

Name: Kevin Hogencamp

Title: City Manager

ESCROW AGENT: Old National Wealth Management

BY: _____

Name: _____

Title: _____

ESCROW AGREEMENT – Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of **October 15, 2026**, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and **City of Atlantic Beach** (" Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated **October 15, 2026**, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

_____

INVOICE # _____ DATED:_____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

_____ _____

_____ _____

_____ _____

***Please note that there might be a fee charged for overnight delivery.
This fee will be deducted from the escrow balance before disbursement is made.

Lessee: City of Atlantic Beach

By: _____

Name: Kevin Hogencamp

Title: City Manager

Assignee: Santander Bank, N.A.

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

Lessee hereby acknowledges receipt in good condition of all the equipment described above and included on the attached vendor invoice(s), hereby accepts such equipment, and hereby certifies that Lessor or its assignee has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 8.03 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Equipment Acceptance Date: _____

Lessee: City of Atlantic Beach

By: _____

Name: Kevin Hogencamp

Title: City Manager

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: APP26-0004 (Appeal of a decision of the Community Development Board for variance ZVAR26-0015 at 1337 Estrela Lane)

SUBMITTED BY: Amanda L. Askew, AICP, Plng. and Community Development Director

TODAY'S DATE: October 2, 2026

MEETING DATE: October 12, 2026

BACKGROUND: The property owner, Lane Strumlauf ("Applicant"), has filed an appeal of the final decision rendered by the City of Atlantic Beach Community Development Board (CDB) on August 25, 2026, regarding Variance Application No. ZVAR26-0015.

Pursuant to Section 24-49 of the City Code, a decision of the Community Development Board may be appealed to the City Commission by an adversely affected person.

The Applicant seeks review of the CDB's denial of a variance request associated with the construction of a screened enclosure around an existing swimming pool located on the subject property.



The requested variance is from Section 24-151(e)(2), which establishes a minimum five (5)-foot side yard setback for an accessory structure. The Applicant seeks to reduce the required south side yard setback from five (5) feet to three (3) feet, constituting a reduction of two (2) feet, to accommodate the proposed pool enclosure.

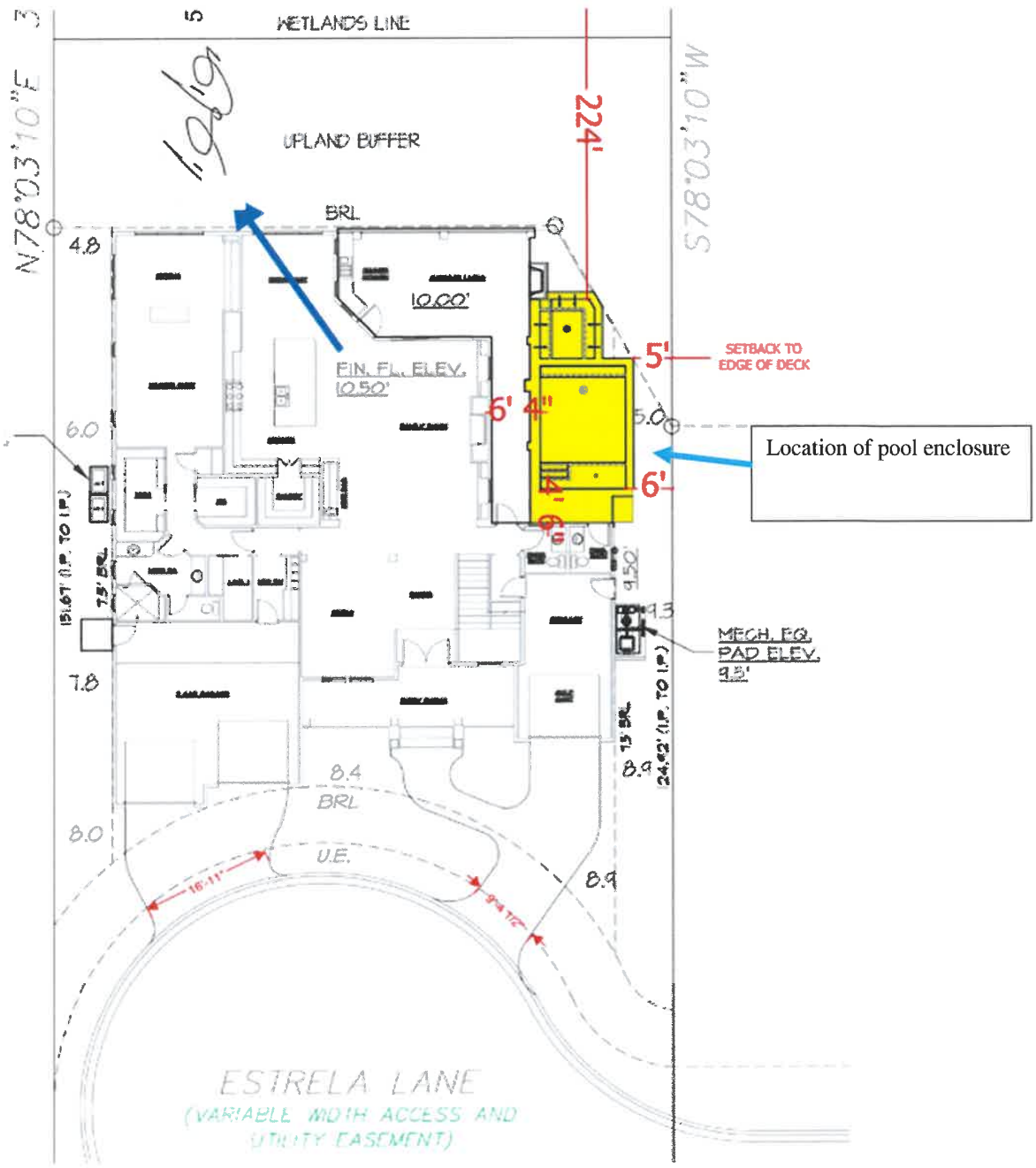
A duly noticed public hearing was held before the City of Atlantic Beach Community Development Board on August 25, 2026. At the hearing, the Board considered the variance application, supporting documentation, applicable provisions of the City Code, and testimony and comments received from members of the public.

Following consideration of the record presented at the public hearing, the Community Development Board voted 4-0 to **deny** the requested variance. In taking this action, the Board determined that the application did not satisfy any of the criteria for granting a variance set forth in Section 24-65(c) of the City Code.

The property is developed with a recently constructed single-family residence that complies with required setbacks. Consistent with surrounding development, the rear yard contains a substantial conservation easement and associated buffer adjacent to Sherman Creek, which preserve the environmentally sensitive area and prohibit encroachment.

As part of the home construction, the property owner installed a swimming pool permitted within five (5) feet of the side property line. The pool complies with the applicable setback.

The applicant proposes to construct a pool enclosure around the perimeter of the existing swimming pool. Because the enclosure extends beyond the pool's edge, it would encroach into the required five (5)-foot side yard setback. The applicant is requesting a variance from Section 24-151(e)(2) to reduce the south side yard setback for an accessory structure (pool enclosure) from five (5) feet to three (3) feet, a reduction of two (2) feet, to accommodate the proposed screen enclosure.


WETLANDS LINE
UPLAND BUFFER
1,989
224'
N78°03'10"E
S78°03'10"W
BRL
10.00'
FIN. FL. ELEV.
10.50'
5'
SETBACK TO
EDGE OF DECK
6' 4"
6'
4'
Location of pool enclosure
MECH. EQ.
PAD ELEV.
9.5'
8.4
BRL
U.E.
ESTRELA LANE
(VARIABLE WIDTH ACCESS AND
UTILITY EASEMENT)

ANALYSIS: Before a variance can be granted, determine that the request is consistent with the definition of a variance in Section 24-17 and the requirements of Section 24-65. Variance requests are considered on a case-by-case basis and must be supported by findings of fact. A variance provides limited relief from the strict application of Chapter 24 and may be subject to conditions imposed by the City.

Consider the following six (6) grounds when determining whether the requested variance is justified according to Section 24-65 (f):

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

Applicant response: N/A

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

Applicant response: Conservation area and large wetland buffer makes buildable area very small compared to overall lot size.

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

Applicant response: N/A

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

Applicant response: N/A

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

Applicant response: N/A

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

Applicant response: N/A

BUDGET: None

RECOMMENDATION: Review and vote on APP26-004 (an approval of the appeal would approve the variance (ZVAR25-0018) and a denial would deny the variance)

REQUIRED ACTION: The Commission may consider a **motion to approve APP26-0004/ ZVAR16-0015**, request for a variance to Section 24-151(e)(2), 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(f) 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 APP26-0004/ZVAR26-0015**, request for a variance from Section 24-151(e)(2) upon finding this request does not meet any of the criteria set forth in section 24-65(f) nor is consistent with the definition of a variance.

ATTACHMENT(S):
Procedure for Appeals
Appeal Application
Section 24-151(e)(2) in the Land Development Code
CDB staff report
Variance Application
CDB Meeting Minutes

REVIEWED BY CITY MANAGER: Kevin Hogencamp

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 (f), 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 (f), 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.

(a) *Authority.* 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
- Driveway or drive aisle width
- Setbacks
- Landscaping
- Fence height
- Impervious surface
- Lot width, depth, or area (provided the applicable required density is met)
- Height of accessory structures

(b) Variances are not authorized to:

- Increase maximum height of principal buildings as established for the various zoning districts
- Increase residential density as established by the comprehensive plan
- Modify the permitted or prohibited uses or any use terms of a property
- Deviate or grant relief from the standards of article IV "Subdivision and Site Improvement Regulations
- Deviate or grant relief from the development standards of a special planned area in accordance with division 6

(c) *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, and 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.

(d) *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.

(e) Where an application for a use-by-exception 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, any approved variance shall be rendered null and void.

(f) *Grounds for approval of a variance.* Applications for a variance shall be considered on a case-by-case basis. Variances shall not be granted solely for personal comfort or convenience, for relief from financial circumstances, or for relief from situations created by the property owner. The community development board shall find that the application is consistent with the definition of a variance, consistent with the purpose and intent of this chapter, and 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

(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.

(7) Those standards as may be set forth in the applicable section of this code where a variance is sought.

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

(g) *Conditions.* 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.

(h) *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.

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

(j) *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.

(k) *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.

(l) *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.

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

REQUEST FOR APPEAL

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# _____

☑ $500.00 Application Fee

**You must submit this form at BSA Online

SITE INFORMATION

ADDRESS 1337 Estrela Lane, Atlantic Beach, FL 32233

SUBDIVISION Selva Marina BLOCK _____ LOT 1

RE# 172564-0650 ☑ RESIDENTIAL ☐ COMMERCIAL ☐ OTHER

APPLICANT INFORMATION

NAME Lane Strumlauf EMAIL lanestrumlauf@gmail.com

ADDRESS 1023 14th Ave N CITY Jacksonville Beach STATE FL ZIP CODE 32250

PROPERTY LOCATION 1337 Estrela Lane, Atlantic Beach, FL 32233 PHONE # 954-612-1619 CELL # Same

RE# 172564-0650 LOT/PARCEL SIZE 31,105 sq ft ZONING CODE RS-1

WHAT ISSUE ARE YOU APPEALING? CDB's denial of variance application ZVAR26-0015 requesting relief from Section 24-151(e)(2)

PLEASE TELL US IN DETAIL WHY YOU ARE APPEALING:

I am appealing the Community Development Board' s denial of ZVAR26-0015 because material information relevant to the variance request was either presented inaccurately or was not presented to the Board at its August 25, 2026 hearing. As a result, the Board did not have the benefit of complete and accurate information regarding the property, the requested variance, and the circumstances relevant to the applicable variance criteria. I respectfully request that the City Commission consider the appeal based upon the complete and accurate information and supporting exhibits that will be presented at the appeal hearing.

"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."

SIGNATURE OF APPLICANT	Lane Strumlauf PRINT OR TYPE NAME OF APPLICANT	9/17/2026 DATE

REQUEST FOR APPEAL 03.31.2026

Sec. 24-151. Accessory uses and structures.

(a) *Authorization.* Accessory uses and structures are permitted within any zoning district, as set forth within this section, where the accessory uses or structures are clearly ancillary, in connection with, and incidental to the principal use allowed within the particular zoning district. Any permanently located accessory structure, which exceeds thirty (30) inches in height, also including without limitation, those which may not require a building permit, are subject to all land development regulations unless otherwise provided for within this chapter. Common accessory structures include, but are not limited to, sheds, detached garages, pergolas, screen enclosures and other similar structures.

(b) *Temporary structures.* Temporary structures, such as portable tents, canopies, awnings or other nonpermanent structures shall be limited to special occasion use only, and for a period of not more than ninety-six (96) hours, i.e., four (4) days.

(c) *Number of structures.* Single- and two-family properties shall have no more than:

(1) Three (3) total buildings, including the principal building.

(2) One (1) shed.

(3) One (1) detached garage, guest house, pool house, or similar structure.

(d) *Residential, Selva Marina (R-SM) district.* All accessory structures within the R-SM district, regardless of type or use of the structure, shall meet the following standards.

(1) Shall not exceed fifteen (15) feet in height.

(2) Shall not exceed one hundred sixty (160) square feet, except uncovered decks/patios and screen enclosures with a screen roof may exceed this square footage.

(e) *Location, size, and height.* Unless otherwise stated in this section, residential accessory structures such as sheds, pergolas, screen enclosures, and similar structures shall meet the following standards:

(1) Shall not be located in the required front yard, easements, or drainage features.

(2) Shall be at least five (5) feet from interior (side and/or rear) lot lines.

(3) Shall be at least ten (10) feet from corner side lot lines.

(4) Shall not exceed fifteen (15) feet in height.

(5) Shall not exceed one hundred sixty (160) square feet, except uncovered decks/patios and screen enclosures with a screen roof may exceed this square footage.

(f) *Uncovered decks and patios.*

(1) There are no setback requirements provided the deck/patio is not greater than one (1) foot above the adjacent grade.

(2) If greater than one (1) foot above the adjacent grade, the deck/patio shall comply with the yard requirements for the principal structure.

(g) *Outdoor shower enclosures and open exterior stairs.*

(1) Shall be at least three (3) feet from interior lot lines.

(h) *Separation.*

(1) Accessory structures shall be at least three (3) feet from another structure as measured from the eaves.

(2) If located closer than five (5) feet to a principal structure, it shall be considered attached and comply with the yard requirements for the principal structure.

(3) These separation standards do not apply to screen enclosures, exterior stairs, outdoor shower enclosures, or uncovered decks/patios.

(i) Detached garages, guest houses, and pool houses.

(1) No more than fifteen (15) feet in height and at least five (5) feet from lot lines, except it may be constructed up to twenty five (25) feet in height provided it is at least ten (10) feet from the rear lot line.

(2) No more than six hundred (600) square feet of covered area on the first story. This includes any portions of the second story that extend beyond the first story footprint such as decks, balconies, and similar structures.

(3) May exceed the height and square footage requirements if the structure meets the minimum yard requirements for the principal structure.

(4) A detached garage may contain guest quarters.

(5) A detached garage must be accessed by a minimum ten (10) foot wide driveway.

(6) A guest house or guest quarters shall only be used for intermittent and temporary occupancy by a nonpaying guest or family member of the occupant of the primary residence and shall not be leased or rented for any period of time or converted to a dwelling unit.

(7) A guest house or guest quarters shall not contain a kitchen but may contain a kitchenette, as defined herein.

(j) *Garage apartments.*

(1) A single garage apartment is permitted on double frontage lots that are at least fifty (50) feet wide and located within a residential zoning district.

(2) Shall not exceed twenty five (25) feet in height.

(3) Shall be at least twenty (20) feet from the front lot line, ten (10) feet from the rear lot line, and meet he applicable side yard setbacks established for the principal structure.

(4) Shall be at least twenty (20) feet from the principal building.

(5) The gross floor area shall not exceed seventy-five (75) percent of the gross floor area of the principal dwelling.

(6) Shall not be rented or leased for less than ninety (90) consecutive days.

(k) *Mechanical equipment.*

(1) On lots that are within or adjacent to a residential zoning district, equipment such as heating and air conditioning units, pumps, compressors, pool equipment, generators, or similar equipment shall not be located in the required front yard or closer than five (5) feet from any lot line that is adjacent to a residential use. It is the intent of this provision to require placement of such equipment in a location that does not unreasonably disturb neighbors. This requirement shall not apply to replacement of such equipment lawfully installed prior to the effective date of these land development regulations.

(2) Within non-residential zoning districts, equipment shall be screened from view from public or private streets and parking areas.

(l) Skate park, skating, bicycle or similar ramps, for use on private property only, placed or constructed in fixed locations and made of wood, block, concrete or similar materials, provided that these are not located within required front yards or the street side yards on a corner lot. Due to excessive noise, which may result from the use of such ramps, time of use shall be limited to the hours between 9:00 a.m. and 10:00 p.m. Such ramps shall be maintained in a safe and good condition and shall be disassembled and removed from the property if allowed to deteriorate to an unsafe or unsightly appearance.

(m) *Satellite dish antennas.*

(1) Residential districts. Satellite dish antennas one (1) meter (39 inches) or less in diameter are permitted in residential districts.

(2) Non-residential districts. Satellite dish antennas less than two (2) meters (seventy-eight (78) inches) in diameter are permitted in non-residential districts.

(3) Satellite dish antennas not described above are subject to the following standards:

a. A building permit is required prior to installation.

b. Shall not exceed twelve (12) feet in diameter.

c. Shall not exceed fifteen (15) in height above adjacent grade.

d. Shall be located in the rear yard and no closer than five (5) feet to any property line.

e. Shall be limited to one (1) per residential parcel.

f. Roof mounting is prohibited.

(4) Satellite dish antennas shall not constitute the principal use of a property.

(n) *Radio and television antennae.* All outdoor radio, television and electronic antennae or antennae of any other nature constructed upon, affixed to, structurally repaired or altered upon, or otherwise emplaced to service or act in conjunction with the use of any property must comply with the regulations of this section and chapter unless preempted by policy established by the Federal Communications Commission (FCC).

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

CITY OF ATLANTIC BEACH
COMMUNITY DEVELOPMENT BOARD
STAFF REPORT

CASE NO.	**ZVAR26-0015** *Request for a variance from Section 24-151 (e)(2) to allow a reduction in the required accessory structure side yard setback in order to construct a screen enclosure.*
LOCATION	**1337 Estrela Lane (RE# 172564-0650)**
APPLICANT	**Lane Strumlauf**
DATE	**August 20, 2026**
STAFF	**Tonya Robinson, Planner**

STAFF COMMENTS



The applicant, Lane Strumlauf, is the owner of the property located at 1337 Estrela Lane (RE #172564-0650). The subject property is zoned RS-1 (Residential Single-Family) and is situated at the terminus of the private Estrela Lane cul-de-sac, along the east side of the roadway.

The property is developed with a single-family residence, which just finished construction, with the required setbacks. Consistent with the surrounding development, the property contains a substantial conservation easement and associated buffer area within the rear yard, adjacent to Sherman Creek. The conservation easement and buffer are characteristic of the development and serve to preserve the environmentally sensitive area along the creek and prohibit encroachment into these areas.

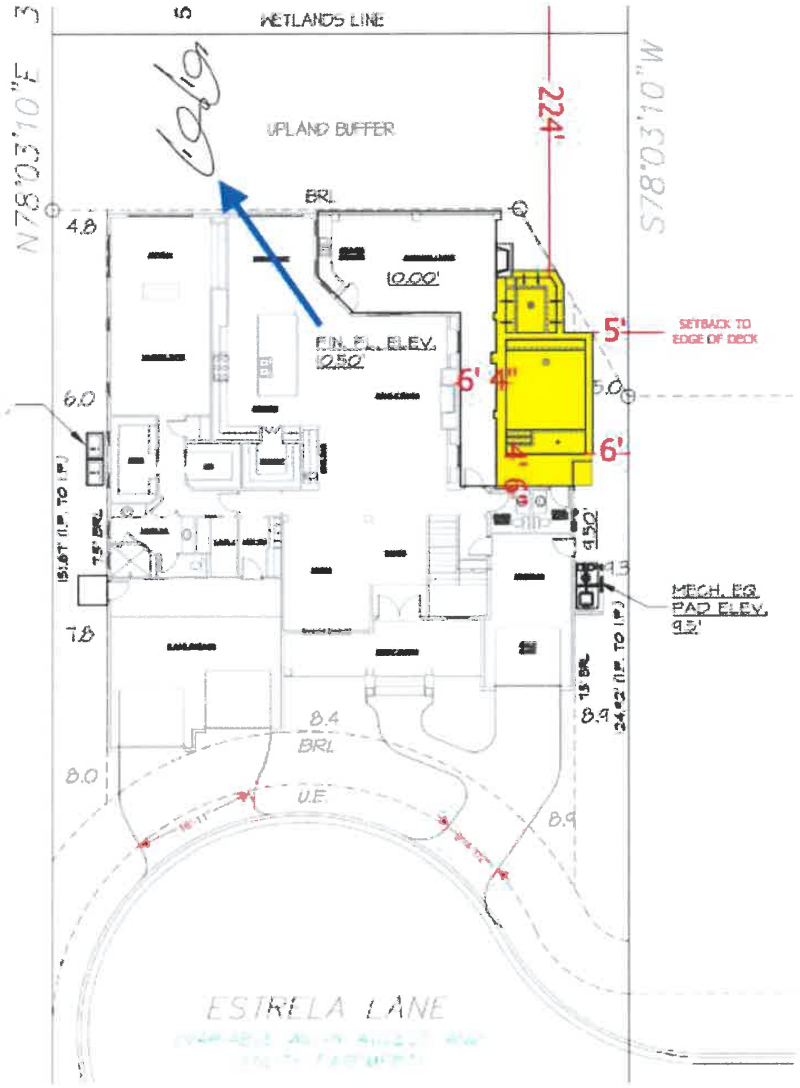
As part of the new home construction, the property owner installed a swimming pool. The pool is permitted to be located within five (5) feet of the side property line, and the meets this setback.

The homeowners are now seeking approval for a pool enclosure. Because the proposed enclosure will be installed around the exterior perimeter of the pool, the enclosure itself will extend beyond the pool's edge and, consequently, will be located less than five (5) feet from the side property line.

VARIANCE REQUEST:

The applicant is requesting variances from Section 24-151 (e)(2) of the City's Land Development Regulations for a reduction in the accessory structure (screen enclosure) for the property located at 1337 Estrela Lane.

The applicant proposes to construct a screen enclosure over the existing pool on the south side of the property located closer than the required five foot accessory structure side property line. Therefore, the applicant is requesting a variance to Section 24-151(e)(2) to reduce the south side yard accessory structure (pool enclosure) setback to 5 feet to 3 feet, which is a reduction of 2 feet to allow for the building of the screen enclosure.



Sec. 24-151. Accessory uses and structures requirements:

(e) *Location, size, and height.* Unless otherwise stated in this section, residential accessory structures such as sheds, pergolas, screen enclosures, and similar structures shall meet the following standards:

(1) Shall not be located in the required front yard, easements, or drainage features.

(2) Shall be at least five (5) feet from interior (side and/or rear) lot lines.

(3) Shall be at least ten (10) feet from corner side lot lines.

(4) Shall not exceed fifteen (15) feet in height.

(5) Shall not exceed one hundred sixty (160) square feet, except uncovered decks/patios and screen enclosures with a screen roof may exceed this square footage.

ORDINANCE AND ANALYSIS:

Before a variance can be granted, the Community Development Board must determine that the request is consistent with the definition of a variance in Section 24-17 and the requirements of Section 24-65. Variance requests are considered on a case-by-case basis and must be supported by findings of fact. A variance provides limited relief from the strict application of Chapter 24 and may be subject to conditions imposed by the City.

The Board must consider the following six (6) grounds when determining whether the requested variance is justified according to Section 24-65 (f):

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

Applicant response: N/A

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

Applicant response: Conservation area and large wetland buffer makes buildable area very small compared to overall lot size.

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

Applicant response: N/A

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

Applicant response: N/A

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

Applicant response: N/A

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

Applicant response: N/A

REQUIRED ACTION

The Community Development Board may consider a motion to approve **ZVAR26-0015**, a request for a variance from Section 24-151(e)(2), upon finding that the request is consistent with the definition of a variance and satisfies the applicable provisions of Section 24-65, including the grounds for approval set forth in Section 24-65(f).

Applications for variances shall be considered on a case-by-case basis. A variance shall not be granted solely for personal comfort or convenience, to provide relief from financial circumstances, or to provide relief from a situation created by the property owner. In considering the request, the Community Development Board shall find that the application is:

1. Consistent with the definition of a variance;
2. Consistent with the purpose and intent of Chapter 24; and
3. Supported by one (1) or more of the factors identified in Section 24-65(f).

Based upon these findings, the Community Development Board may approve **ZVAR26-0015**, subject to any applicable conditions of approval.

Or,

The Community Development Board may consider a **motion to deny ZVAR26-0015**, request for a variance to Section 24-151(e) (2) provided that none of the above exist.

VARIANCE APPLICATION

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# _____
☐ $500.00 Application Fee

**You must submit this form at BSA Online

APPLICANT INFORMATION

NAME LANE STRUMLAUF EMAIL LANESTRUMLANE@GMAIL.COM

ADDRESS 1337 ESTRELA LANE CITY ATLANTIC BCH STATE FL ZIP CODE 32233

PROPERTY LOCATION _____ PHONE # — CELL # 954 612 1619

RE# 172564-0650 BLOCK # N/A LOT # 1

LOT/PARCEL SIZE 31,105 SQ FT ZONING CODE ARS-1 UTILITY PROVIDER JEA

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION _____

PROVISION FROM WHICH VARIANCE IS REQUESTED SCREEN ENCLOSURE INSIDE THE REQUIRED SIDE YARD SETBACK

Homeowner's Association or Architectural Review Committee approval required for the proposed construction

☐ YES ☒ NO (if yes, this must be submitted with any application for a Building Permit)

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

PROVIDE ALL OF THE FOLLOWING INFORMATION

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

1. Accurate, to-scale boundary survey prepared by a registered land surveyor within one year of the date of submission that shows the location of all existing improvements.
2. Survey, plat or new site plan showing all proposed additions and/or improvements added to the drawing, to scale (on 11"x17" paper or smaller).
3. Proof of ownership (copy of deed or current property tax notification).
4. Copy of any previous variance and/or conditional use approval letters.
5. If applicant is not the owner, notarized written authorization from owner is required.

"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."

SIGNATURE OF APPLICANT	PRINT OR TYPE NAME OF APPLICANT	DATE
	LANE STRUMLAUF	7/23/26

VARIANCE APPLICATION 03.31.2026

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 them in the space provided.

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

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

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

CONSERVATION AREA + LARGE WETLAND BUFFER MAKES BUILDABLE AREA VERY SMALL COMPARED TO OVERALL LOT SIZE

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

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

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

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

a. Approval of a Variance. To approve an application for a Variance, the Community Development Board shall find that the request is 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.

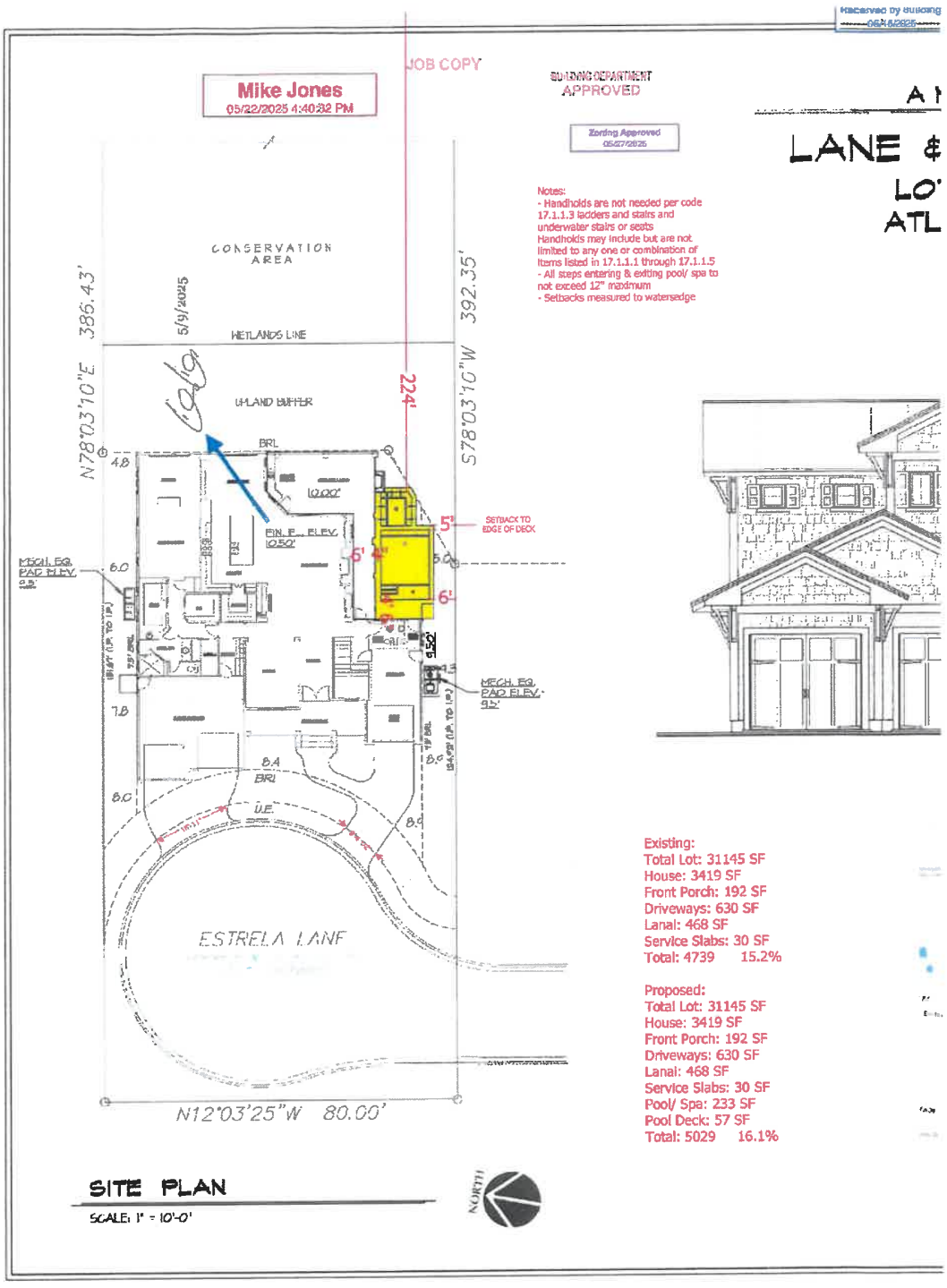
b. Approval of Lesser Variances. The Community Development Board shall have the authority to approve a lesser Variance than requested if a lesser Variance shall be more appropriately in accord with the terms and provisions of this Section and with the Purpose and Intent of this Chapter.

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.


JOB COPY
Mike Jones
05/22/2025 4:40:32 PM
BUILDING DEPARTMENT
APPROVED
Zoning Approved
05/27/2025
LANE &
LO
ATL
Notes:
- Handholds are not needed per code 17.1.1.3 ladders and stairs and underwater stairs or seats Handholds may include but are not limited to any one or combination of items listed in 17.1.1.1 through 17.1.1.5
- All steps entering & exiting pool/ spa to not exceed 12" maximum
- Setbacks measured to wateredge
CONSERVATION AREA
5/9/2025
WETLANDS LINE
UPLAND BUFFER
N78°03'10"E 386.43'
S78°03'10"W 392.35'
224'
BRL
10.00'
FIN. F. ELEV. 10.50'
5'
SETBACK TO EDGE OF DECK
6'
MECH. EQ. PAD ELEV. 9.5'
9.50'
U.E.
ESTRELA LANE
N12°03'25"W 80.00'
SITE PLAN
SCALE: 1" = 10'-0"
NORTH
Existing:
Total Lot: 31145 SF
House: 3419 SF
Front Porch: 192 SF
Driveways: 630 SF
Lanai: 468 SF
Service Slabs: 30 SF
Total: 4739 15.2%
Proposed:
Total Lot: 31145 SF
House: 3419 SF
Front Porch: 192 SF
Driveways: 630 SF
Lanai: 468 SF
Service Slabs: 30 SF
Pool/ Spa: 233 SF
Pool Deck: 57 SF
Total: 5029 16.1%

A NEW CUSTOM RESIDENCE FOR

LANE & MELISSA STRUMLAUF

LOT 1 SELVA PRESERVE II
ATLANTIC BEACH, FLORIDA

SITE PLAN

SCALE: 1" = 10'-0"

NORTH

CURRENT ZONING	RS-1
MAX. IMPERVIOUS COVERAGE	50%
LOT WIDTH	80'
LOT SIZE	31145 SF
1ST FLOOR HEATED	2610 SF
2 CAR GARAGE	564 SF
CART/STORAGE	275 SF
OUTDOOR LIVING	390 SF
ENTRY PORCH	124 SF
POOL & POOL DECK	491 SF
DRIVES & WALKS	651 SF
SERVICE SLABS	126 SF
SQ. FT. IMPERVIOUS	5258 SF
LOT COV. IMPERVIOUS	16.8%

GRADE & DRAINAGE LEGEND	
EXISTING GRADE ELEVATION	5.1
NEW GRADE ELEVATION	5.0
LOT DRAINAGE	TYPE "B"

SITE VICINITY MAP

SYMBOL LEGEND

LIST OF DRAWINGS:

C1	COVER SHEET / SITE PLAN
A1	FIRST FLOOR PLAN
A2	SECOND FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	EXTERIOR ELEVATIONS
A5	FOUNDATION PLAN
A6	FOUNDATION DETAILS
A7	FLOOR FRAMING PLAN
A8	ROOF PLAN
A9	SECTIONS & DETAILS
A10	SECTIONS & DETAILS
A11	FLASHING DETAILS
A12	FLASHING DETAILS
E1	1ST FL. ELECTRICAL PLAN
E2	2ND FL. ELECTRICAL PLAN

REVISIONS

PERMIT	05-13-2025
PERMIT	06-18-2025
PERMIT	09-29-2025
BID SET	10-31-2025
PERMIT	11-24-2025
BID SET	12-15-2025
BID SET	01-26-2026
BID SET	02-20-2026

NEW CUSTOM RESIDENCE FOR LANE & MELISSA STRUMLAUF
LOT 1 SELVA PASSERVE II, ATLANTIC BEACH, FLORIDA

IMAGINE ARCHITECTURAL DESIGNS INC.

C1

STRUMLAUF LANE
1337 ESTRELA LN
ATLANTIC BEACH, FL 32233-
STRUMLAUF MELISSA

Primary Site Address
1337 ESTRELA LN
Atlantic Beach FL 32233-

Official Record Book/Page
21162-01055

Tile #
9416

1337 ESTRELA LN

Property Detail

RE #	172564-0650
Tax District	USD3
Property Use	0000 Vacant Res < 20 Acres
# of Buildings	1
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	07051 SELVA PRESERVE II
Total Area	31105

The sale of this property may result in higher property taxes. For more information go to Save Our Homes and our Property Tax Estimator . 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification Learn how the Property Appraiser's Office values property.

Value Summary

Value Description	2025 Certified	2026 In Progress
Value Method	CAMA	CAMA
Total Building Value	$0.00	$0.00
Extra Feature Value	$0.00	$0.00
Land Value (Market)	$600,000.00	$600,000.00
Land Value (Agric.)	$0.00	$0.00
Just (Market) Value	$600,000.00	$600,000.00
Assessed Value	$600,000.00	$600,000.00
Cap Diff/Portability Amt	$0.00 / $0.00	$0.00 / $0.00
Exemptions	$0.00	See below
Taxable Value	$600,000.00	See below

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
21162-01055	8/9/2024	$700,000.00	WD - Warranty Deed	Qualified	Vacant
19784-01482	6/28/2021	$1,750,000.00	WD - Warranty Deed	Unqualified	Vacant
19764-02438	6/17/2021	$1,000,000.00	WD - Warranty Deed	Unqualified	Vacant
00071-00183	8/30/2018	$100.00	PB - Plat Book	Unqualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	FPGR7	Fireplace Gas	1	0	0	1.00	$0.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	0100	RES LD 3-7 UNITS PER AC	ARS-1	80.00	0.00	Common	1.00	Lot	$600,000.00

Legal

LN	Legal Description
1	71-183 16-2S-29E
2	SELVA PRESERVE II
3	LOT 1

Buildings

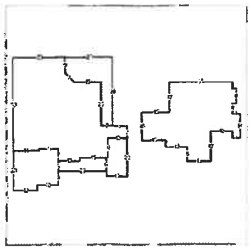
Building 1
Building 1 Site Address
1337 ESTRELA LN Unit
Atlantic Beach FL 32233-

Building Type	0111 - SFR CLASS 3
Year Built	2026
Building Value	$0.00

Type	Gross Area	Heated Area	Effective Area
Fin Screened Porch	540	0	189
Base Area	2594	2594	2594
Finished upper story 1	1611	1611	1530
Finished Garage	550	0	275
Finished Open Porch	192	0	58
Finished Garage	275	0	138
Total	5762	4205	4784

Element	Code	Detail
Exterior Wall	8	8 Horizontal Lap
Roof Struct	3	3 Gable or Hip
Roofing Cover	12	12 Modular Metal
Interior Wall	5	5 Drywall
Int Flooring	12	12 Hardwood
Int Flooring	11	11 Cer Clay Tile
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central

Element	Code	Detail
Baths	5.000	
Bedrooms	5.000	
Stories	2.000	
Rooms / Units	1.000	



compensatory storage required would then be for the volume displaced by the structural elements. Director Askew confirmed that this was essentially correct.

Haynie stated he was inclined against approval, reasoning that while unique circumstances exist, he was not convinced they are unique to this particular lot versus the broader street. He was troubled that only one plan had been presented — one seeking a larger house and pool — rather than alternative designs exploring reduced coverage. He cited the variance ordinance's prohibition on granting relief for situations created by the owner's own choices and suggested the applicant was limiting its own options. However, he was sensitive to the fact that denial would preclude the applicant from returning for one year, which he acknowledged made the decision more consequential.

Chair Hansen stated that the city engineer had not signed off on the proposal as being sound, and expressed concern about waiving requirements given existing flooding conditions in the broader area of old Atlantic Beach. He indicated he was not prepared to approve a variance without engineering endorsement.

Moody expressed the board's need to be cautious about approving construction that would exacerbate flooding, noting that he had personally walked the adjacent park and observed that the boardwalk immediately behind the property was one of the lowest and wettest points on the path. He agreed with concerns about precedent but indicated he would be willing to hear a revised plan from the applicant.

At this point, the applicant requested a deferral to allow an opportunity to revise the plans and present alternatives.

MOTION: To **DEFER ZVAR26-0014**.

Motion: ***Rick Ferrin***
Second: ***Doug Moody***

Motion passed 4 to 0.

B. 1337 Estrela Lane ZVAR26-0015 (Lane Strumlauf)

Request for a variance to Section 24-151(e)(2) for required accessory structure side yard setbacks to construct a screen enclosure.

Staff Presentation

Director Askew presented this item. The property is located at the terminus of a private cul-de-sac, Estrela Lane, on the east side of the roadway and is the northernmost home in a small subdivision. It is zoned RS-1 (Residential Single Family) and is a newly constructed home approaching a certificate of occupancy. A substantial portion of the subdivision, including the rear of the subject property, lies within a conservation easement and buffer area adjacent to Sherman's Creek.

The applicant constructed a pool permitted to be within five feet of the side property line, which is the allowable setback for accessory structures. Subsequently, the applicant

sought to enclose the pool with a screen enclosure. Because the pool's edge and the surrounding pavers are already at the five-foot minimum setback, the screen enclosure structure itself would encroach into the required setback. The request is for a variance to allow the screen enclosure to be constructed within three feet of the side yard- a two-foot reduction from the required five feet.
Director Askew reminded the Board that approval requires finding that one or more of the six criteria in Section 24-65(f) are met.

Applicant Presentation

Homeowner Melissa Strumlauf appeared and introduced their contractor, Ryan Pahlow of Coastal Oaks Construction, spoke on the project's behalf. Pahlow explained that the pool's location between the house foundation and the buildable area was constrained by pier footings for the roofline of an adjacent outdoor living walkway, and that the angle of structural repose around those footings pushed the pool toward the south property line. The screen enclosure as currently configured would sit almost directly on the waterline of the pool's south edge, leaving no room for egress. The request to extend the enclosure two additional feet into the setback is specifically to provide a deck area along the south side that would allow safe egress from the pool in an emergency. Pahlow also noted that the property's rear is entirely wooded, making an unscreened pool area impractical.

Board Discussion

Haynie asked directly why the screen enclosure was not incorporated into the original construction plans. Pahlow acknowledged the question as fair, attributing the oversight to the complexity of fitting the pool into the constrained geometry of the lot — particularly given the pier footings — and the assumption that an enclosure would fit within allowable limits. Moody echoed this concern, stating that if the intent was always to have a covered lanai, the pool should have been designed two to three feet narrower to accommodate the enclosure within the required setback. He expressed sympathy but characterized the situation as a design flaw rather than a qualifying hardship.

Ferrin agreed that, reviewing the six criteria under Section 24-65(f), none appeared applicable to this case. Chair Hansen noted that one possible argument could be made under the criterion regarding chronic conditions or circumstances impacting the property disparately, given that the buildable area of the lot is compressed by the conservation easement in the rear — though he acknowledged this was a stretch. No member found compelling grounds for approval.

MOTION: To **DENY ZVAR26-0015** on the basis that none of the grounds for approval were applicable.

Motion: ***Jeff Haynie***
Second: ***Rick Ferrin***

Motion passed 4 to 0.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Consideration of Canceling the November 23, 2026, Regular Commission Meeting

SUBMITTED BY: Kevin Hogencamp, City Manager

TODAY'S DATE: October 6, 2026

MEETING DATE: October 12, 2026

EXECUTIVE SUMMARY

I request the City Commission consider canceling its second regular meeting of November, scheduled for Monday, Nov. 23, 2026. This cancellation aligns with Thanksgiving week, planned administrative leave, and the transition window following municipal election certification.

Granting this request will also serve as a trial run for an upcoming proposal to consider permanently canceling the second regular meeting in July and exploring a similar pattern for alternating Novembers.

FISCAL IMPACT

None

COMMUNITY OUTREACH

Website, news release and social media.

RECOMMENDATION

Staff recommends that the City Commission cancel the regular meeting scheduled for Monday, November 23, 2026.

REVIEWED BY CITY MANAGER: Kevin Hogencamp