



City of Atlantic Beach  
**Final Agenda**  
**Regular City Commission Meeting**  
Monday, December 12, 2022 - 6:30 p.m.  
Commission Chamber  
City Hall, 800 Seminole Road  
Atlantic Beach, FL 32233

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**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 November 28, 2022. 5 - 25  
[Draft 11-28-22 Regular Commission Minutes](#)

**2. COURTESY OF FLOOR TO VISITORS**

**PUBLIC COMMENT**

**3. CITY MANAGER REPORTS**

- 3.A. Permit Survey  
[Permit Survey](#)
- \* 3.B. Recent Storm Impacts & Resiliency Planning  
  - Ian & Nicole Impact
  - Vulnerability Assessment & Adaptation Plan
  - Beach Renourishment
    - o Schedule
    - o Parking Counts
  - Planned Resiliency Related Capital Projects  
[Presentation Link](#)
- 3.C. Accept the 90-Day Calendar (Dec. 2022 - Feb. 2023) 27 - 30  
[90-Day Calendar \(Dec. 2022-Feb. 2023\)](#)
- \* 3.D. Chapter 19 - Streets, Sidewalks and Other Public Places 31 - 50  
[Chapter 19 Presentation](#)

**4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**

- \* 4.A. Sec. 2-19 Rules of Conduct and Procedure at Meetings (Mayor Ford) 51  
[Proposed Sec. 2-19](#)

## 5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

## 6. CONSENT AGENDA

None.

## 7. COMMITTEE REPORTS

- \* 7.A. AB Verified Tree Service Provider (Linda Chipperfield, ESC Member) 53 - 63  
[Verified Tree Service Program](#)

## 8. ACTION ON RESOLUTIONS

- 8.A. **RESOLUTION NO. 22-79** 65 - 69  
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE ATLANTIC BEACH POLICE DEPARTMENT AND THE JACKSONVILLE FIRE RESCUE DEPARTMENT FOR 911 MEDICAL INSTRUCTION SERVICES AND PROVIDING AN EFFECTIVE DATE.  
[Resolution No. 22-79](#)
- 8.B. **RESOLUTION NO. 22-82** 71 - 73  
A RESOLUTION OF THE CITY OF ATLANTIC BEACH EXTENDING THE TERM OF SUZANNE GREEN AS SPECIAL MAGISTRATE FOR ONE YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.  
[Resolution No. 22-82](#)
- 8.C. **RESOLUTION NO. 22-86** 75 - 84  
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF WEDGEWATER SIEVE STATIC SCREEN CABINET WITH STAINLESS STEEL PANEL FROM GRAVITY FLOW SYSTEMS, FOR \$35,650.00; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.  
[Resolution No. 22-86](#)

## 9. ACTION ON ORDINANCES

None.

## 10. MISCELLANEOUS BUSINESS

- 10.A. Appointment of a City Commissioner to Chair the Board Member Review Committee (Mayor Ford) 85 - 90  
[Commissioner Appointment to BMRC](#)

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

- \* 11.A. Charter Review Committee Summary (CA Gabriel) 91 - 92  
[Charter Review Committee](#)

## **12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER**

## **13. ADJOURNMENT**

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, click on the [Meeting Videos tab](#) on the city's home page at [www.coab.us](http://www.coab.us).

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

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

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office by 5:00 PM, the Thursday prior to the meeting.





**MINUTES**  
**Regular City Commission Meeting**  
**Monday, November 28, 2022 - 6:30 PM**  
**Commission Chamber**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**CALL TO ORDER:**

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

**ATTENDANCE:**

**Present:**

Ellen Glasser, Mayor - Seat 1  
Bruce Bole, Commissioner - Seat 2  
Michael Waters, Commissioner - Seat 3  
Candace Kelly, Commissioner - Seat 4  
Brittany Norris, Mayor Pro Tem / Commissioner - Seat 5  
Curtis Ford, Mayor - Seat 1  
Jessica Ring, Commissioner - Seat 5

**Also Present:**

Shane Corbin, City Manager (CM)  
Brenna Durden, City Attorney (CA)  
Donna Bartle, City Clerk (CC)  
Kevin Hogencamp, Deputy City Manager (DCM)  
Ladayija Nichols, Deputy City Clerk (DCC)

Mayor Glasser acknowledged the incoming Commissioners and their families. She also recognized Mayor Elaine Brown of Neptune Beach, Mayor Christine Hoffman of Jacksonville Beach, former AB Mayor and former Jacksonville City Councilman Bill Gulliford, former AB Mayor Donald Wolfson, and Judges Gary Flower and Bruce Anderson.

**1 APPROVAL OF MINUTES**

Mayor Glasser referred to of the list of minutes and asked if there were any corrections or changes needed. There being none, Mayor Glasser stated the minutes stand as submitted.

- 1A. Approve minutes of the Mayor's Council on Health and Well-Being held on October 12, 2022 and November 2, 2022.**
- 1B. Approve minutes of the Priority Setting Meeting of January 25, 2022.**
- 1C. Approve minutes of the Special Called Meeting of March 21, 2022.**

**2 COURTESY OF FLOOR TO VISITORS**

**PUBLIC COMMENT**

Mayor Glasser explained the process for public comments and opened the Courtesy of the Floor to Visitors. City Clerk Bartle called each speaker to the podium.

Regular City Commission  
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**Erin Shirley** gave thanks to the outgoing Commissioners and wished the new Commissioners well.

**Steve Piscitelli** expressed appreciation to the outgoing Commissioners.

**Neptune Beach Mayor Brown** expressed gratitude to the outgoing Commissioners.

**Jacksonville Beach Mayor Hoffman** expressed well wishes to the outgoing Commissioners.

**Sarah Boren** congratulated the City for receiving the LEED Gold certification, thanked staff for their work, welcomed the new Commissioners, and expressed gratitude to the outgoing Commissioners.

**Susanne Barker** thanked the outgoing Commissioners and provided them with flowers.

**Jackie Beckenbach** gave well wishes to the outgoing Commissioners.

**Nancy Staats** thanked the outgoing Commissioners and provided them with tokens of appreciation.

**Donald Wolfson** expressed gratitude to the outgoing and incoming Commissioners.

**Bill Gulliford** congratulated the outgoing Commissioners

**Bishop Percy Golden** expressed appreciation to the outgoing Commissioners.

**3 CITY MANAGER REPORTS**

**3A. Special thanks to Beaches Vineyard Church, First Baptist of Church of Atlantic Beach and New Life Christian Fellowship for 65 Thanksgiving food baskets.**

CM Corbin reported on this item.

**4 REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**

**4A. Homeless Services Grant (Mayor Glasser)**

Mayor Glasser reported on this item as detailed in the agenda and referred to a St. Paul's By-The-Sea letter (which is attached hereto and made part of this Official Records as **Attachment A**). She requested permission from the Commission for this grant allocation and received a *consensus* for approval.

[11-28-22 Attachment A to Minutes](#)

Regular City Commission  
November 28, 2022

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### **Commission Reports/Requests**

Commissioner Bole spoke about Pete's Thanksgiving Day celebration and how proud he is of the AB population.

**Commissioner Kelly** spoke about the Environmental Stewardship Committee (ESC) and encouraged the public to volunteer to help with projects.

**Commissioner Norris** thanked everyone for their kind words.

**Commissioner Waters** spoke about the recent election, commended and thanked the outgoing Commissioners, and congratulated the incoming Commissioners.

**Mayor Glasser** congratulated ESC and the City staff on obtaining the LEED Gold Certification. She spoke about the Pete's Thanksgiving celebration. She mentioned a letter to the City of Jacksonville (COJ) that references an inquiry regarding the Bridgeport Barge (which is attached hereto and made part of this Official Records as **Attachment B**). She informed the Commission that she also sent an email to COJ to make sure that AB is in queue to receive funding for the Baker Center expansion.

[11-28-22 Attachment B to Minutes](#)

**5 UNFINISHED BUSINESS FROM PREVIOUS MEETINGS**

None.

**6 CONSENT AGENDA**

None.

**7 COMMITTEE REPORTS**

None.

**8 ACTION ON RESOLUTIONS**

None.

**9 ACTION ON ORDINANCES**

**9A. ORDINANCE NO. 57-22-24, Public Hearing and Final Reading**

**AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REPEALING AND REPLACING SECTION 13-2 LOITERING IN, OBSTRUCTING, ETC. STREETS, PUBLIC PLACES, ETC.; PROVIDING FOR A NEW TITLE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Mayor Glasser read the Ordinance by title.

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CM Corbin and Police Chief (PC) Vic Gualillo reported on the Ordinance. CA Durden added comments regarding the implementations of this Ordinance and thanked PC Gualillo and CM Corbin for their work on the Ordinance.

Mayor Glasser opened the public hearing and the following spoke.

**A. Wellington Barlow** spoke to concerns regarding the Ordinance and commended the City for the efforts.

**Bill Gulliford** provided information regarding the Sulzbacher Center and extended help with resources to the Commission.

The public hearing was closed.

PC Gualillo answered questions from the Commission.

**MOTION:** Adopt Ordinance No. 57-22-24 on final reading.

***Motion:*** ***Michael Waters***

***Second:*** ***Bruce Bole***

Commissioner Kelly added comments regarding the previous Ordinance and expressed gratitude to Mayor Glasser.

Commissioner Norris provided additional comments regarding the timing of this Ordinance, expressing that it needs to be discussed during budgeting, and that the City is working to be more responsive regarding this issue.

Mayor Glasser thanked Rev. Barlow and Boots on the Ground for their work with the issue at hand. She requested that a copy the St. Paul's By the Sea letter be attached for the record (which is attached as **Attachment A**).

***Ellen Glasser***

***Bruce Bole (Seconded By)***

***Michael Waters (Moved By)***

***Candace Kelly***

***Brittany Norris***

***For***

***For***

***For***

***For***

***For***

***Motion passed 5 to 0.***

**9B. ORDINANCE NO. 20-22-166, Public Hearing and Final Reading**

**AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND PROVIDING AN EFFECTIVE DATE.**

Regular City Commission  
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Mayor Glasser read the Ordinance by title.

CM Corbin reported on the Ordinance.

Mayor Glasser opened the public hearing.

**Brinkley Harrell** spoke in support of the ordinance and commented on the City's American Rescue Plan funding.

The public hearing was closed.

**MOTION:** Adopt Ordinance No. 20-22-166 on final reading.

***Motion:*** ***Brittany Norris***

***Second:*** ***Candace Kelly***

Commissioner Norris responded to the public hearing comments.

Commissioner Bole spoke to the City's audits and commended City staff for their work.

Commissioner Kelly spoke to government budgets and that they can fluctuate depending upon the need of the governing body. She pointed out that the structure of the budget is dictated by the State and that the Commission is committed to spending City money where it needs to be.

Mayor Glasser responded to the public hearing comments and assured the public that the city manager would follow up on all issues discussed.

***Candace Kelly (Seconded By)***

***For***

***Brittany Norris (Moved By)***

***For***

***Ellen Glasser***

***For***

***Bruce Bole***

***For***

***Michael Waters***

***For***

***Motion passed 5 to 0.***

**9C. ORDINANCE NO. 75-22-28, Public Hearing and Final Reading**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES, TRAFFIC AND MOTOR VEHICLES, ARTICLE II, – STOPPING, STANDING AND PARKING ON PUBLIC PROPERTY AND ARTICLE III, WRECKER SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Regular City Commission  
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Mayor Glasser read the Ordinance by title.

CM Corbin reported on the Ordinance.

Mayor Glasser opened the public hearing. There were no speakers, the public hearing was closed.

**MOTION:** Adopt Ordinance No. 75-22-28 on final reading.

**Motion:** *Brittany Norris*

**Second:** *Candace Kelly*

Mayor Glasser thanked staff for working on this issue.

*Ellen Glasser*

*Bruce Bole*

*Michael Waters*

*Candace Kelly (Seconded By)*

*Brittany Norris (Moved By)*

*For*

*For*

*For*

*For*

*For*

**Motion passed 5 to 0.**

**10 MISCELLANEOUS BUSINESS**

None.

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

CA Durden spoke about this being her last meeting as the city attorney and expressed a number of accomplishments and memories. She thanked staff, volunteer board members, and the Commission for their teamwork over the last several years.

CC Bartle thanked the outgoing Commissioners and CA Durden.

**12 CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER**

**Commissioner Bole** expressed appreciation for the outgoing Commission.

**Commissioner Kelly** advised about an upcoming briefing on goals and stated that she looks forward to setting new goals with the new Commission.

**Commissioner Norris** shared that it has been an honor to work with the current and past Commissions and thanked staff for their work with her and the community.

**Commissioner Waters** thanked the outgoing Commission and CA Durden.

CM Corbin thanked the outgoing Commission and CA Durden.

Regular City Commission  
November 28, 2022

**Mayor Glasser** recognized past AB Mayors Reeves and Shaughnessy and Jacksonville Beach former Councilmember Jeanell Wilson, and congratulated Commissioner Kelly for her reelection. She shared experiences and thanked and expressed her gratitude to her team, the AB community, past and present elected officials, AB staff, and her family.

**13 RECESS OF RETIRING COMMISSION**

There being no further discussion, Mayor Glasser recessed the meeting at 8:15 p.m.

**14 OATHS OF OFFICE FOR NEW COMMISSION**

CA Durden announced each oath of office.

**14A. Candace Kelly, Commissioner - Seat 4**

The Oath of office was administered by Honorable Judge Roberto A. Arias.

[11-28-22 Attachment C to Minutes](#)

**14B. Jessica Ring, Commissioner - Seat 5**

The Oath of office was administered by Honorable Judge Bruce R. Anderson, Jr.

[11-28-22 Attachment D to Minutes](#)

**14C. Curtis Ford, Mayor - Seat 1**

The Oath of office was administered by Honorable Judge Gary P. Flower.

[11-28-22 Attachment E to Minutes](#)

**15 CALL TO ORDER OF NEW COMMISSION**

Mayor Ford called the second part of the meeting to order and recognized his wife Leah Sherman Ford. He referred to the proclamations (listed under Item 7A) as he thanked Mayor Ellen Glasser and Commissioner Brittany Norris. He also thanked CA Durden. CC Bartle called the roll.

**16 COURTESY OF FLOOR TO VISITORS**

**Suzanne Shaughnessy** congratulated the new Commission.

**17 RECOGNITION OF OUTGOING COMMISSIONERS**

**17A. Proclamations**

Mayor Ford mentioned these proclamations (which are attached hereto and made part of this Official Records as **Attachment F and Attachment G**) earlier (during Item 15).

[11-28-22 Attachment F to Minutes](#)

[11-28-22 Attachment G to Minutes](#)

**18 ACTION ON RESOLUTIONS**

None.

**19 MISCELLANEOUS ITEMS FOR ACTION**

**19A. 90-Day Calendar (Dec. 2022 - Feb. 2023)**

Regular City Commission  
November 28, 2022

**MOTION:** Adopt the 90-Day Calendar as presented in the packet.

**Motion:** *Candace Kelly*

**Second:** *Jessica Ring*

***Bruce Bole***

***For***

***Michael Waters***

***For***

***Candace Kelly (Moved By)***

***For***

***Curtis Ford***

***For***

***Jessica Ring (Seconded By)***

***For***

***Motion passed 5 to 0.***

**19B. Mayor Pro Tem (Mayor Ford)**

Mayor Ford spoke about the need for a Mayor Pro Tem and recommended nominating Commissioner Bole for the position.

**MOTION:** To nominate Bruce Bole (as Mayor Pro Tem).

**Motion:** *Jessica Ring*

**Second:** *Michael Waters*

Mayor Ford asked Commissioner Bole, if voted as mayor pro tem, is he prepared to serve in this role. Commissioner Bole answered yes.

***Bruce Bole***

***For***

***Michael Waters (Seconded By)***

***For***

***Candace Kelly***

***For***

***Curtis Ford***

***For***

***Jessica Ring (Moved By)***

***For***

***Motion passed 5 to 0.***

Mayor Ford congratulated Commissioner Bole.

**20 ANNOUNCEMENTS/COMMENTS**

None.

**21 ADJOURNMENT**

There being no further discussion, Mayor Ford declared the meeting adjourned at 8:57 p.m.

Attest:

\_\_\_\_\_  
Donna L. Bartle, City Clerk

\_\_\_\_\_  
Ellen Glasser, Mayor

Regular City Commission  
November 28, 2022

Attachment A to  
11-28-22 Minutes

## ST. PAUL'S BY-THE-SEA

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November 28, 2022

Ellen Glasser, Mayor  
Atlantic Beach, FL 32233

Dear Mayor Glasser:

St. Paul's by-the-Sea offers shelter to the homeless in times of hurricanes, when temperatures dip below 40 degrees, and generally when weather conditions are dangerous. Services include, pillows, blankets, three meals a day, and bathroom facilities. Our guests were housed for 3 days during Hurricane Ian. The blankets that were used during the event were in desperate need of cleaning following the storm. The church incurred the cost of \$315 for this cleaning.

Any money that could be granted to St. Paul's by-the-Sea for this much-needed outreach ministry, would be greatly appreciated.

Sincerely,



Edward O'Brien  
Chairman, Outreach Ministry

465 ELEVENTH AVENUE NORTH • JACKSONVILLE BEACH, FL 32250 • 904/249-4091 • FAX 904/249-0409



**Attachment B to  
11-28-22 Minutes**



CITY OF ATLANTIC BEACH  
OFFICE OF THE MAYOR  
800 SEMINOLE ROAD  
ATLANTIC BEACH, FLORIDA 32233-5455  
[www.coab.us](http://www.coab.us)

November 23, 2022

Councilman Nick Howland  
Chair, Jacksonville Waterways Commission  
City Council - City of Jacksonville  
Jacksonville, FL

Dear Chairman Howland:

This is a request for any report, recommendations, or requested corrective actions from the Subcommittee established by the Waterways Commission, to address the Bridgeport Barge incident off our coast for several months in 2021. This request extends beyond the fine imposed by the Florida Department of Environmental Protection (DEP) for the spill. This is a follow-up to my email dated August 22, 2022.

As you know, the grounding of the barge and subsequent spill of Agremax (coal ash) raised significant concerns in Atlantic Beach, and I addressed them before the Waterways Commission. Despite the EPA classification of coal ash as non-hazardous waste, I addressed the need to better inform the public across local, state, and federal jurisdictional lines and to consider corrective actions to avoid similar spills in the future. We did our best by taking our own steps to test water quality and to share information with the public despite the fact that our city lacked jurisdiction.

Understanding the complexities as well as the economic benefits, the public expects us to know more about what is passing through our port. As we learned, this and other coal ash shipments have been going to a private terminal where the material is then trucked to a landfill in Georgia. By resolution, Atlantic Beach asked the City of Jacksonville to consider prohibiting the transit of coal ash through our waters.

In an update from the U. S. Coast Guard in August, I was concerned to learn about actions of the barge tug crew. I was told this was the first time (and in bad weather) that the captain had towed this material into the port. A pilot endorsement or onboard pilot was not required. In May 2022, Channel 4 reported that, according to the Coast Guard, the cause of the grounding was a "lack of training/familiarity with the operation" by the tugboat crew as it maneuvered between the jetties.

Beyond the fine levied for the spill by the DEP and any sanctions to the barge captain, it would be worthwhile and meaningful for the City to formally address the training, endorsement, and piloting issues with any responsible parties, the port, and other state and federal partners. Perhaps more stringent requirements will be imposed, or voluntary efforts can be discussed.

**Attachment B to  
11-28-22 Minutes**

If you have questions, please contact our City Manager Shane Corbin at [scorbin@coab.us](mailto:scorbin@coab.us) or Mayor Curtis Ford (after November 28) at [cford@coab.us](mailto:cford@coab.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen Glasser", with a long horizontal flourish extending to the right.

Ellen Glasser

cc: Councilman Rory Diamond  
Mayor-Elect Curtis Ford

Attachment C  
11-28-22 Minutes

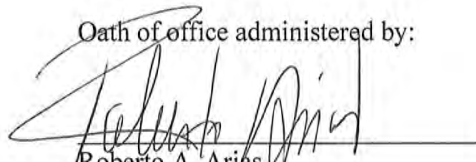


November 28, 2022

I, Candace Kelly, solemnly swear that I will support the Constitution and will obey the laws of the United States and of the State of Florida, that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Atlantic Beach, and will faithfully discharge the duties of the office of Commissioner–Seat 4.

  
Candace Kelly  
Commissioner–Seat 4

Oath of office administered by:

  
Roberto A. Arias  
Duval County Judge




Attachment D  
11-28-22 Minutes




November 28, 2022

I, Jessica Uilani Ring, solemnly swear that I will support the Constitution and will obey the laws of the United States and of the State of Florida, that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Atlantic Beach, and will faithfully discharge the duties of the office of Commissioner–Seat 5.

  
Jessica Ring  
Commissioner–Seat 5

Oath of office administered by:

  
Bruce R. Anderson, Jr.  
Circuit Court Judge




Attachment E  
11-28-22 Minutes

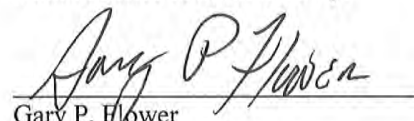


November 28, 2022

I, Curtis Randal Ford, solemnly swear that I will support the Constitution and will obey the laws of the United States and of the State of Florida, that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Atlantic Beach, and will faithfully discharge the duties of the office of Mayor–Seat 1.

  
Curtis Ford  
Mayor–Seat 1

Oath of office administered by:

  
Gary P. Flower  
Duval County Judge



Attachment F  
11-28-22 Minutes

## Proclamation of the City of Atlantic Beach

*In Recognition and Appreciation of the Distinguished Public Service of*

***Ellen Glasser***

WHEREAS, ***Ellen Glasser*** served the citizens of Atlantic Beach as Mayor from November 13, 2017 to November 28, 2022; and

WHEREAS, it is the duty of the City Commission to protect the welfare of the city and its residents by appointing administrative personnel, adopting legislation, ensuring sound fiscal management, appointing members of boards and committees, and providing community leadership; and

WHEREAS, the City of Atlantic Beach recognizes the valuable and important contributions ***Ellen Glasser*** has made as Mayor and as a citizen of Atlantic Beach; and

WHEREAS, ***Ellen Glasser*** has given most generously of her time, talents, and energy to adhere to sound fiscal management practices while preserving the community's character and quality of life for the benefit of all the citizens of Atlantic Beach.

NOW THEREFORE BE IT RESOLVED, the City Commission of the City of Atlantic Beach, Florida, hereby expresses its deep appreciation for the dedicated service and contributions of ***Ellen Glasser***, and on behalf of the citizens of Atlantic Beach extend heartfelt gratitude and best wishes for continued success and happiness in the future.



IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 28<sup>th</sup> day of November 2022.

  
Curtis Ford, Mayor



**Attachment G  
11-28-22 Minutes**

# Proclamation of the City of Atlantic Beach

*In Recognition and Appreciation of the Distinguished Public Service of*

***Brittany Norris***

WHEREAS, ***Brittany Norris*** served the citizens of Atlantic Beach as a member of the City Commission from November 13, 2017 to November 28, 2022; and

WHEREAS, it is the duty of the City Commission to protect the welfare of the city and its residents by appointing administrative personnel, adopting legislation, ensuring sound fiscal management, appointing members of boards and committees, and providing community leadership; and

WHEREAS, the City of Atlantic Beach recognizes the valuable and important contributions ***Brittany Norris*** has made as a member of the City Commission and as a citizen of Atlantic Beach; and

WHEREAS, under ***Brittany Norris***' leadership as a member of the City Commission, including as Mayor Pro Tem, the citizens of Atlantic Beach have benefited greatly from numerous projects and accomplishments. These include, but are not limited to: Crafting the Commission civility pledge; scheduling Mayport Road for lane reductions and bike paths; updating land-development regulations, including the impervious surface ratio; investing in Beaches Veterans Memorial Park and other City parks; as the Board Member Review Committee chair, connecting and training citizens for city opportunities; adopting a complete-streets policy and a connectivity plan; building community coalitions on Main Street and in other neighborhoods to address challenges and opportunities; prioritizing sea-level rise vulnerability assessment; purchasing Selva Preserve; and celebrating Marsh Oaks' history; and

WHEREAS, ***Brittany Norris*** has given most generously of her time, talents, and energy to adhere to sound fiscal management practices while preserving the community's character and quality of life for the benefit of all the citizens of Atlantic Beach.

NOW THEREFORE BE IT RESOLVED, the City Commission of the City of Atlantic Beach, Florida, hereby expresses its deep appreciation for the dedicated service and contributions of ***Brittany Norris***, and on behalf of the citizens of Atlantic Beach extend heartfelt gratitude and best wishes for continued success and happiness in the future.




IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 28<sup>th</sup> day of November 2022.

  
Curtis Ford, Mayor



**CITY OF ATLANTIC BEACH  
CITY COMMISSION MEETING  
STAFF REPORT**

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

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

**TODAY'S DATE:** November 30, 2022

**MEETING DATE:** December 12, 2022

**BACKGROUND:** The 90-day calendar is included on the agenda for the purpose of setting meeting dates and determining the location, time and whether to videotape special meetings and workshops.

The rolling 90-day calendar will be revised after receiving input from City staff and the Commission, and will be included in each agenda for consideration.

Notes:

- Photos of the new Commission are scheduled to be taken on Monday, December 5 at 4:30 pm in the Chamber.
- A Commission workshop is scheduled for Monday, December 5 at 6 pm in the Chamber.
- A Town Hall Meeting is scheduled for Saturday, January 21 from 10 am to Noon in the Chamber.
- A Visioning Workshop is scheduled for Monday, January 30 at 5:30 pm in the Chamber.

**BUDGET:** None

**RECOMMENDATION:** Approve the 90-Day Calendar for December 2022 through February 2023.

**ATTACHMENT:** 1) Mayor and Commission 90-Day Calendar (December 2022 through February 2023)

**REVIEWED BY CITY MANAGER:**



# MAYOR AND COMMISSION

## December 2022

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3 Holiday Tree Lighting 4 pm – 7 pm (Town Center)
4 Farmers Market (Russell Park) 10 am – 2 pm  Songwriters Concert (Bull Park) 6- 8 pm	5 Commission Photos 4:30 pm  Commission Workshop 6 pm	6	7	8	9 Blood Drive (City Hall) Noon to 5 pm	10
11  Farmers Market (Russell Park) 10 am – 2 pm	12  Commission Mtg 6:30 pm	13  CARAC Mtg 6 pm	14 ESC Tree Subcommittee 5:15 pm  ESC Mtg 6 pm	15	16 Family Paint Night Winter Wonderland (Jordan Park) 6:30-7:30 pm	17
18  Farmers Market (Russell Park) 10 am – 2 pm	19	20 Community Development Board 6 pm	21 ESC Outreach Committee 3:30 pm	22	23  City Offices Closed	24
25	26  City Offices Closed	27	28	29	30	31

## MAYOR AND COMMISSION

January 2023						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 New Year's Day	2 City Offices Closed	3	4	5	6	7
8 Songwriters Concert (Bull Park) 6-8 pm	9 Commission Meeting 6:30 pm	10 CARAC 6 pm	11 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	12	13	14
15 Farmers Market (Russell Park) 10 am – 2 pm	16 MLK Day City Offices Closed	17 Community Development Board Meeting 6 pm	18 ESC Outreach Subcommittee Meeting 6:30 pm	19 Special Magistrate Hearing 2 pm	20	21 Town Hall Meeting (Chamber) 10 am to Noon
22 Farmers Market (Russell Park) 10 am – 2 pm	23 Commission Meeting 6:30 pm	24	25	26	27	28
29 Farmers Market (Russell Park) 10 am – 2 pm	30 Visioning Workshop 5:30 pm (Chamber)	31				

## MAYOR AND COMMISSION

February 2023						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 Blood Drive (City Hall) Noon to 5 pm	4
5 Farmers Market (Russell Park) 10 am – 2 pm  Songwriters Concert (Bull Park) 6-8 pm	6	7	8 ESC Meeting 6 pm	9 Pension Board Meeting 6:30 pm	10	11 Canine Carnival (Jordan Park) 10 am – 1 pm
12  Farmers Market (Russell Park) 10 am – 2 pm	13  Commission Meeting 6:30 pm	14	15 ESC Outreach Subcommittee Meeting 6:30 pm	16	17	18
19  Farmers Market (Russell Park) 10 am – 2 pm	20 <b>Presidents Day</b>  <b>City Offices Closed</b>	21 Community Development Board 6 pm	22	23	24 Movies in the Park Black History Month (Jordan Park) 6-8 pm	25
26  Farmers Market (Russell Park) 10 am – 2 pm	27  Commission Meeting 6:30 pm	28				

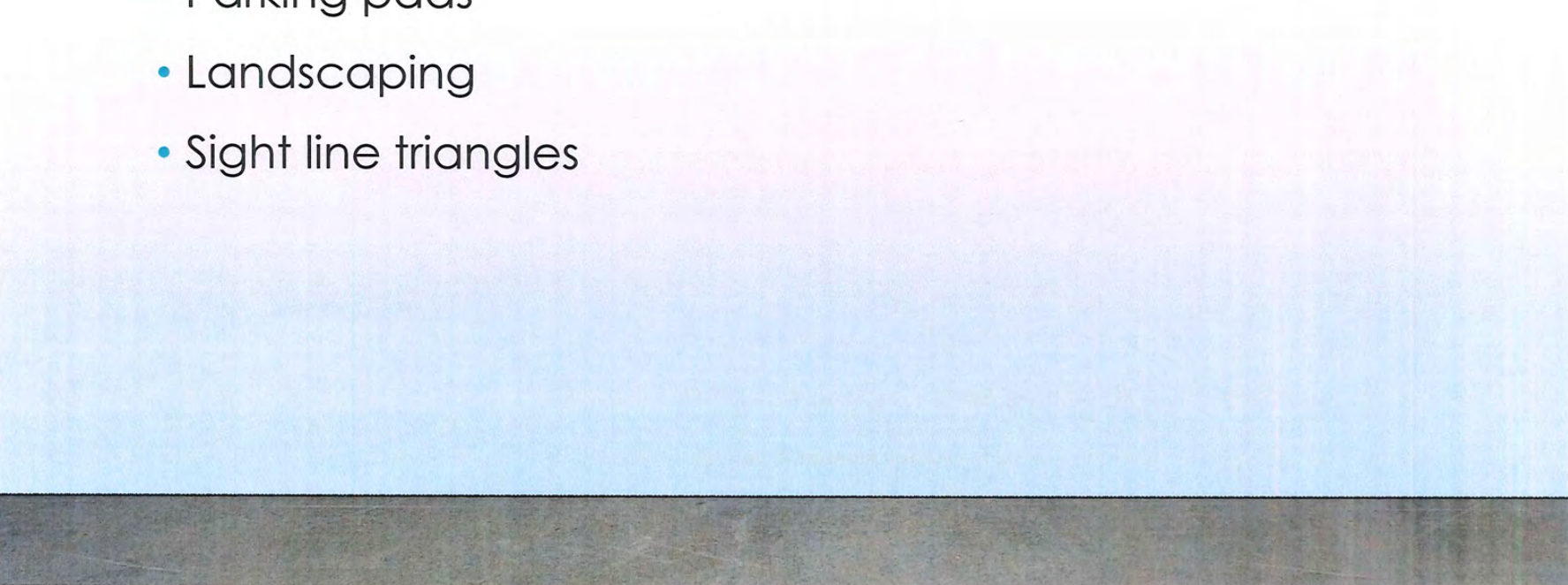
# Chapter 19

Streets, Sidewalks and Other Public Places






## Concerns with Chapter 19

- Parking pads
  - Landscaping
  - Sight line triangles
- 



## 2030 Comprehensive Plan

- Policy E.1.1.8 The City shall continue to allow parking along public rights-of-way for the purpose of providing parking for beach access, provided such parking does not interfere with pedestrian or vehicular safety and does not excessively result in damage to public or private property.
  - Policy D.1.4.2 The City shall maintain all beach parking existing as of the date of this Plan, and reduction in the number of public parking spaces available at beach accesses shall not be permitted unless such eliminated spaces are replaced in equal numbers and within similar proximity to the beach.
- 



## FDEP Beach Parking for Shore Protection

- State participates in the cost-share shore protection in Duval County (including COAB)
- Cost-Share is based on available eligible parking spaces within ¼ mile walking distance from where the beach access intersects the beach

## Eligible Beach Parking for Shore Protection for Cost Share


**FDEP Cost-Share Eligible Beach Parking Summary\***

Beach Access	2014 (Accepted by FDEP)		2021 Review	
	Cars	Bikes	Cars	Bikes
20th St	7	0	4	7
19th St	16	7	15	14
18th St	48	9	42	30
Deweese	12	0	15	0
16th St	0	2	5	2
15th St	6	0	6	7
14th St	2	0	2	12
13th St	1	5	1	12
12th St	2	5	2	7
11th St	6	5	6	7
10th St	10	18	9	13
8th, Club, Adele Grage	17	0	15	5
7th St	0	0	8	7
6th St	8	2	4	5
5th St	4	0	4	5
4th St	2	0	2	6
3rd St	0	5	2	5
2nd St	3	0	0	0
1st St	25	0	24	21
Ahern St	59	16	22	16
Atlantic Blvd	126	63	48	29

\* FDEP Eligibility: 1) 1/4 mile walking distance from bulkhead @ beach access  
2) Spaces must be clearly discernable to the public



## Concerns with Chapter 19

- Request to install landscaping and parking pads within the ROW have been and continue to be a problem.
  - When installed they give the appearance of private property and discourage public parking on the roadway/ROW
  - Sight line triangles are difficult to enforce and understand and create unsafe conditions
- 



## **Sec. 19-2. - Permits and revocable licenses required.**

*(e) All requests for use of or construction within a right-of-way shall be evaluated based on the benefit of said use or construction to the **general public** and the degree to which the benefit to and convenience gained by a private property owner conflicts with or outweighs the benefit to the general public for the use of the affected right-of-way*

////////////////////////////////////

**Sec. 19-7. - Construction of driveways in rights-of-way.**

*(c) Any construction within the city's rights-of-way shall not adversely affect or restrict public parking in the rights-of-way.*

*(d) No parking aprons shall be allowed in the city's rights-of-way along arterial (through) streets listed in city Code subsection 21-17(h).*

*(e) Any improvements in the city's rights-of-way that are not part of a driveway or sidewalk shall be constructed of turf block or other pervious material.*

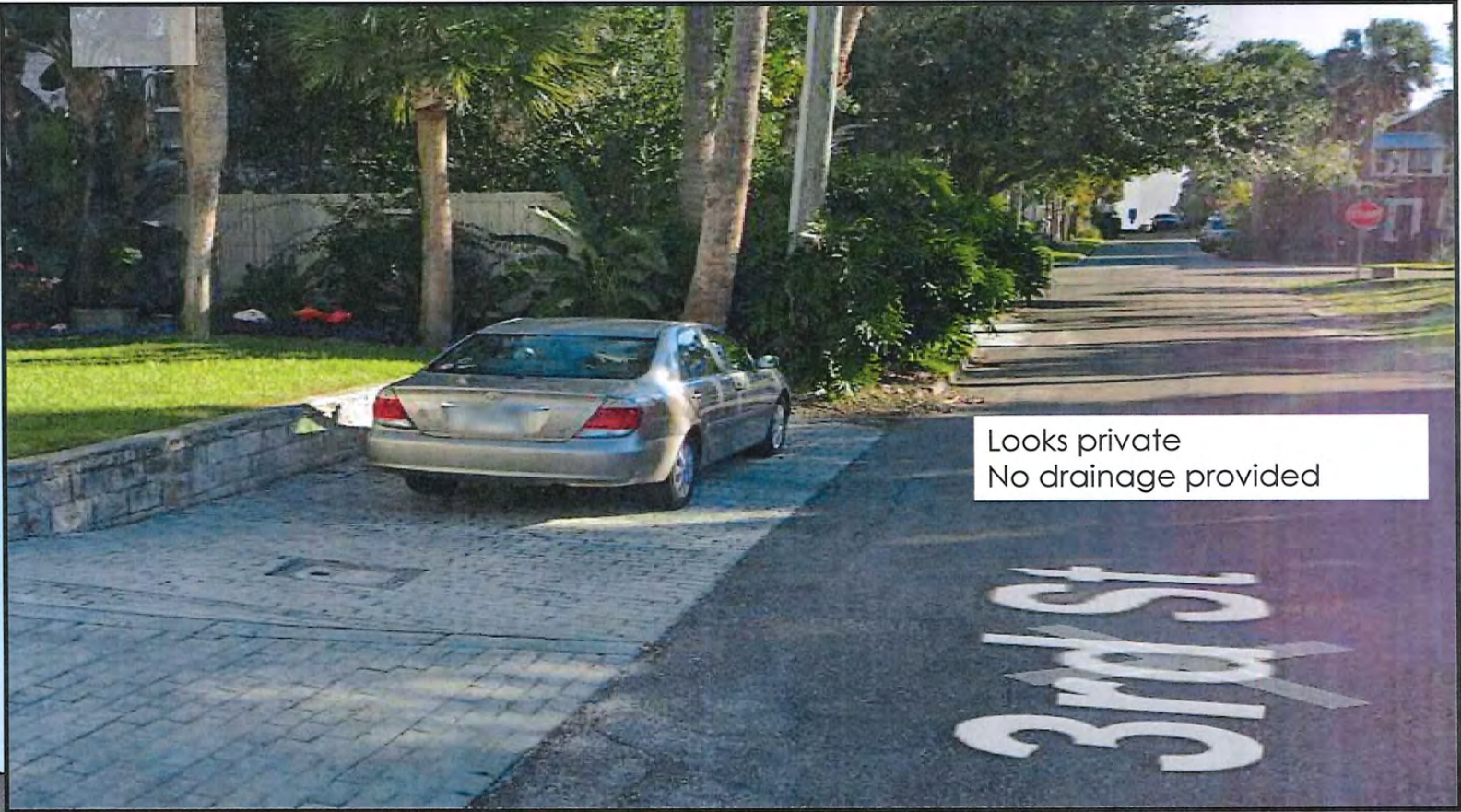


## Issues

- Based on the current code, parking pads must be constructed of pervious material and are not allowed on arterial streets. Beyond that, the code is subjective and leaves it up to the Public Works Director.
- The city has multiple instances where almost 100% of the right-of-way is paved and appears like it is private property. These areas “look” like private parking spaces and prevent on-site infiltration of water. In some instances, property owners have placed “no parking” signs on this public parking within the right-of-way.
- Staff suggest criteria to provide clear guidance when reviewing these requests to create consistent enforcement and development.



Approx. 80% of ROW covered  
Looks private



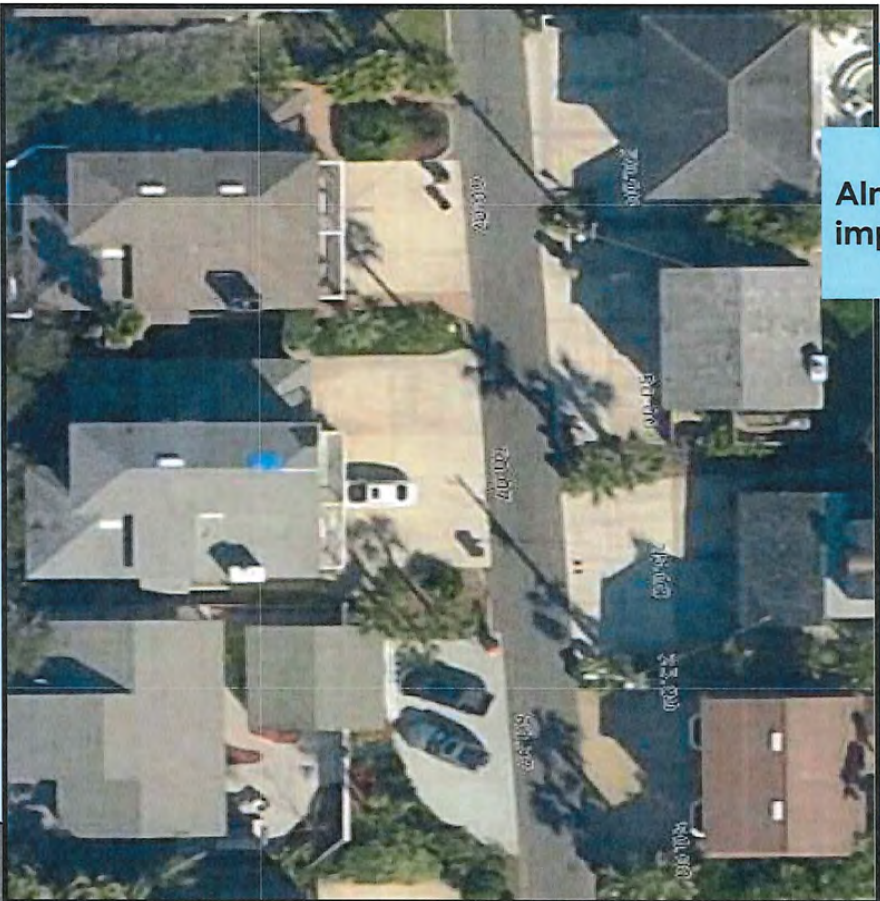
Looks private  
No drainage provided



**Parking pads within the ROW –  
look private but are public**



Almost property line to property line covered with impermeable materials and looks private





Use of landscape to prevent parking



Use rocks in to prevent parking (does not have min. 2' clear zone)

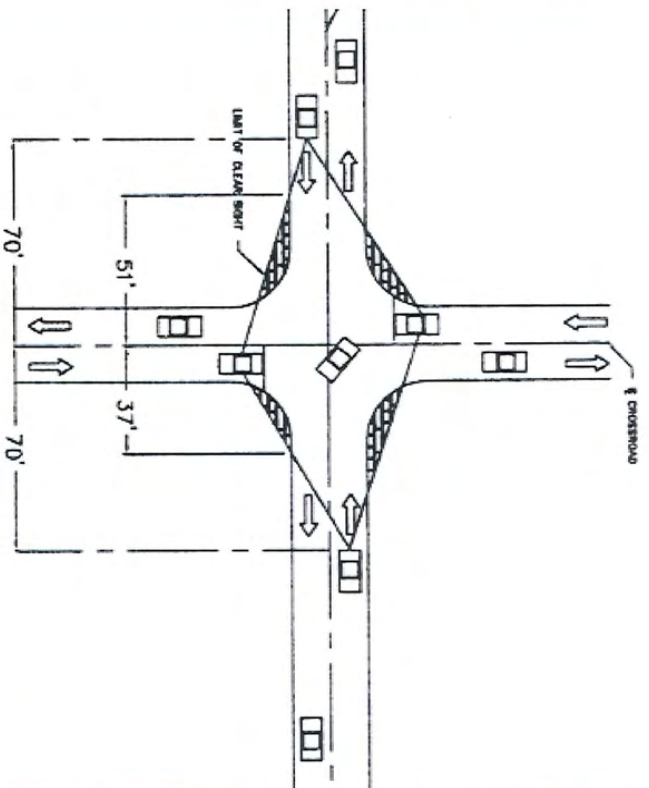




Use of landscape to prevent parking



FIGURE 1



## Sight-line problems

- Obstructions (mainly plants) within the ROW which create sight-line problems.

Can not see around landscaping







**Sec. 2-19. – Rules of conduct and procedure at meetings.**

The following rules shall govern procedure and conduct of city commission meetings:

\* \* \*

(7) *Rule 7.* The order of business shall be as follows:

- a. Approval of minutes of preceding meetings;
- b. Courtesy of floor to any visitors who desire to bring a matter to the city commission's attention;
- c. City manager reports;
- d. Reports and/or requests from city commissioners;
- e. Unfinished business of preceding meeting;
- f. Consent agenda;
- g. Report of committees;
- h. Action on resolutions;
- i. Action on ordinances;
- j. Miscellaneous business;
- k. City Attorney/city clerk reports and/or requests; and
- l. Courtesy of floor to any visitors who desire to bring a matter to the city commission's attention;
- † m. Closing comments by city commissioners and city manager, if desired.

\* \* \*





# ATLANTIC BEACH **VERIFIED** Tree Service Program



Based on Code of Ordinances Chapter 23  
Protection of Trees and The Natural Environment

Presented by  
Linda Chipperfield, Environmental Stewardship Committee  
December 2022



## Contents

- History (background, revision of ordinance)
- Introduction of Permit Requirements
- Materials Development
- Launch of Verified Tree Service Program to Services
- Verification Process
- First Verified Services
- Launch of Verified Tree Service Program to the Public
- Future Promotion Plans



## Atlantic Beach Verified Tree Service Program



## History

**1977** - First tree protection regulations

**1982** - Regulations updated to include overgrown yards

**1989** - Created tree board and tree removal permit requirements

**1995** - Added definitions, exemptions, dangerous conditions

**2000** - Change to tree fund rules

**2002** - Established historic trees and corridors

**2003** - Changes to tree board rules

**2007** - Changes to clear cutting definition, hardwoods for hardwoods

**2009** - Major code revisions

**2017** – Environmental Stewardship Committee created

**2018** - Changed tree code to add ESC information

**2021** - Most recent code update

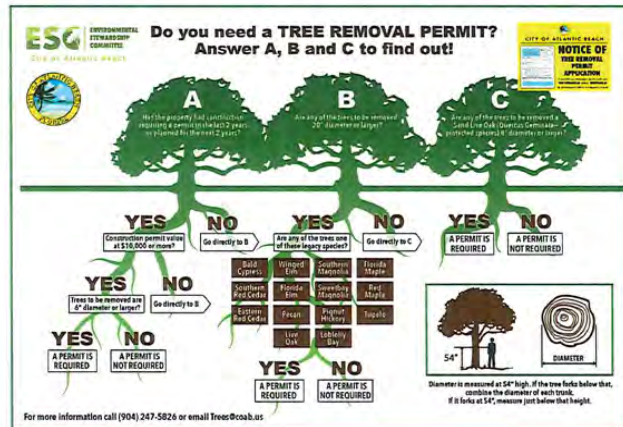
**2022** – Launch of Verified Tree Service Program



## Atlantic Beach Verified Tree Service Program



# Introduction of Permit Requirements



First mailer, sent [date]

## CALL BEFORE YOU CUT

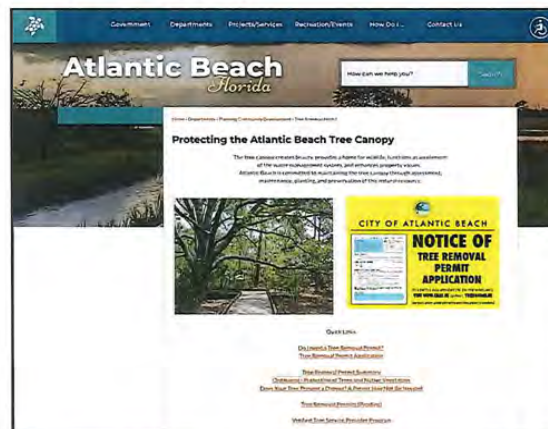
Removing any tree with a trunk 8" in diameter or larger may require a permit!

Measure the trunk diameter (width) at 54" high. If the tree forks below that, combine the widths of each trunk. The circumference (around the trunk) must be less than 25".

**Mature trees are part of our Atlantic Beach storm defense and community value. Let's protect them together!**

Scan this QR code for more information or permits. Visit [coab.us/trees](http://coab.us/trees), or call City Hall at (904) 247-5800.

Second mailer, sent early 2022



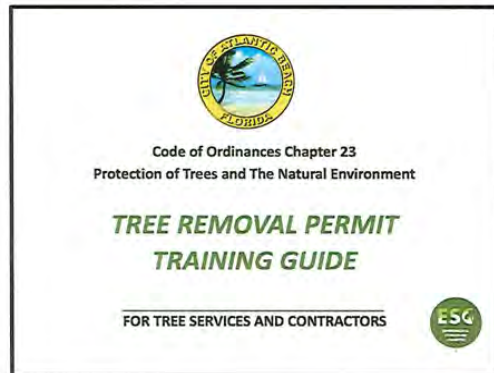
QR Code linking to permit page



## Atlantic Beach Verified Tree Service Program



## Materials Development



Training Guide for services (online)



Summary brochure (print and online)



Lobby poster



Permit summary presentation

Updated application packet



## Atlantic Beach Verified Tree Service Program





## Verification Process



surveymonkey.com/r/9KVWF8V

### City of Atlantic Beach-Verified Tree Service Provider Test

How to become and remain a City of Atlantic Beach-Verified Tree Service Provider:

- Download and review the [Tree Permit Training Guide](#).
- Take the [Tree Permit Test](#).
- Answer all questions on the test and click "submit". If you do not answer all of the questions, correctly, please review the correct answers and re-take the quiz.
- Please note that in itself, completing the test does not assure companies that they will be listed as a City of Atlantic Beach-Verified Tree Service Provider. Upon performing due diligence, the City may refuse or revoke the Verified Tree Service Provider designation.
- City staff will contact the company upon receipt of the completed test; upon approval, a certificate and promotional graphics will be provided to the company.
- Verified providers are required to retake the test each January.
- Companies must comply with the City's tree-protection regulations; failure to do so will result in revocation of the City's Verified Tree Service Provider designation.

Questions? Please email [trees@coab.us](mailto:trees@coab.us).

OK

### Service Provider test

Home - News

Posted on: June 8, 2022

### City of AB-Verified Tree Service Provider

2022

Verified Tree Service Providers

COMPANY NAME	QUALIFIED OWNER	PHONE	WEBSITE	DATE OF CERTIFICATION
Liberty Landscape Supply	Eric Palmer	904-733-7549	<a href="https://www.libertylandscapesupply.com/">https://www.libertylandscapesupply.com/</a>	August 18, 2022
Big City Tree Service	Richard Rogers	904-707-5486	<a href="http://www.bigcitytreeservice.com/home.html">http://www.bigcitytreeservice.com/home.html</a>	September 27, 2022
Huffman Tree Service	Mike Huffman	904-241-0705		September 27, 2022



## Atlantic Beach Verified Tree Service Program



## Proof for Verification



Certificate for Verified services



Decals change annually



## Atlantic Beach Verified Tree Service Program



## First Verified Services



**Huffman Tree Service**



**Atlantic Beach Verified Tree Service Program**



## Launch of VTS program to the public

- Website updates [<http://coab.us/CivicAlerts.aspx?AID=1148>]
- Announcements, releases, signage, videos
- Analytics

AUGUST 2022 | VOL. 18 NO. 8

# CITY OF ATLANTIC BEACH

Monthly Newsletter

## CITY BUDGET PROCESS UNDER WAY HEARINGS SET FOR SEPT. 12, SEPT. 26

The City of Atlantic Beach is developing its budget for fiscal year 2022-23, which begins Oct. 1, 2022. Public input to City staff and the City Commission is welcome throughout the process.

Here is the budget workshop and public hearing calendar, which is subject to change:

- Aug. 8, Workshop 5 p.m.
- Aug. 15, Workshop 5 p.m.
- Aug. 22, Workshop 5 p.m.
- Sept. 12, First of two City Commission public hearings and votes on the budget/millage rate
- Sept. 22, Second of two City Commission public hearings and votes on the budget/millage rate

FOR MORE INFORMATION, AND TO PROVIDE INPUT TO CITY STAFF, CALL (904) 247-5886 OR EMAIL [INFO@COAB.US](mailto:INFO@COAB.US) OR [RECREATION@COAB.US](mailto:RECREATION@COAB.US)

## ATLANTIC BEACH VERIFIED Tree Service Provider

A new City of Atlantic Beach program verifies tree service provider companies under Chapter 25 of the AB Code of Ordinances: Protection of Trees and the Natural Environment.

Verified Tree Service Providers will:

- Be awarded a certificate by the City confirming the company's knowledge of and commitment to complying with the City's tree protection regulations
- Be listed and listed on the City of Atlantic Beach-Verified Tree Service Provider web page
- Be provided with promotional stickers and graphics verifying that they are City of Atlantic Beach-Verified
- Be leaders in protecting the community's tree canopy

For more information, visit [www.coab.us/cityverifiedtreeservice](http://www.coab.us/cityverifiedtreeservice)

## Cultural Arts and Recreation Grant Opportunity

The City Commission has allocated funding for FY 2022-23 to support artistic, recreational, and cultural programs, events, and projects benefitting Atlantic Beach residents.

Eligible community service organizations, for-profit entities, individuals, schools, and districts may apply now.

Apply now at [www.coab.us/grants](http://www.coab.us/grants)

Info: [recreation@coab.us](mailto:recreation@coab.us) or (904) 247-5828

## 18th/19th Street Paid Parking COMING SOON

The program in a nutshell:

- Pay to park 9 a.m. - 5 p.m. Fridays, Saturdays & Sundays March 1-April 30
- Enter license plate ID and pay through a kiosk or using the Flowbird app
- Rates \$1 per each 30 minutes with \$12 max
- 3-hour grace period for registered Atlantic Beach residents
- One-time Atlantic Beach resident parking registration: [www.coab.us/parkingregistration](http://www.coab.us/parkingregistration)
- Already registered to park in AB at Beaches Town Center? Then, you're registered to park at 18th/19th Streets.
- No back-in parking
- No parking after 9 p.m.

How is this program different from North Beaches/Beaches Town Center Parking?

- It's a seasonal program and the hours are limited
- Everyone who parks a vehicle, including registered AB residents, must check in at a kiosk or on the Flowbird app
- There is not a 30-minute grace period

Info: (904) 247-5886; [info@coab.us](mailto:info@coab.us); [www.coab.us/parking](http://www.coab.us/parking)

[www.coab.us/HURRICANEINFO](http://www.coab.us/HURRICANEINFO)



## Atlantic Beach Verified Tree Service Program



## Future promotion plans

- Lunch & Learns (realtors, developers, contractors, landscapers, etc)



## Atlantic Beach Verified Tree Service Program





**CITY OF ATLANTIC BEACH  
CITY COMMISSION MEETING  
STAFF REPORT**

**AGENDA ITEM:** Resolution No. 22-79 authorizing the Execution of a Reciprocal Agreement between the City of Atlantic Beach and the City of Jacksonville for 911 Medical Instructions Service

**SUBMITTED BY:** Victor L. Gualillo, Chief of Police

**TODAY'S DATE:** November 28, 2022

**MEETING DATE:** December 12, 2022

**BACKGROUND:** In 2022, the Florida Legislature passed and the Governor signed into law additional requirements for Public Safety Answering Points (PSAP) relating to CPR and medical instructions during 911 calls. These laws went into effect July 1, 2022.

The City of Jacksonville, through the Jacksonville Fire and Rescue Department (JFRD), provides emergency medical services for the City of Atlantic Beach. All medical calls are routed to them for handling, including CPR instructions. The ABPD Communications Center does not give medical instructions due to their complexity and advanced training required and transfers calls to JFRD's Communications Center. Agencies who do not conduct the necessary training may enter into reciprocal agreements with another PSAP that does meet these new requirements and provide medical instructions, including CPR, over 911 systems.

Section 401.465(3), Florida Statutes, permits a public safety agency to enter into a reciprocal agreement with another public safety agency that employs 911 public safety telecommunicators whom have completed the telecommunicator CPR training.

This Agreement fulfills the requirements of the new law. The agreement stipulates that ABPD will have and maintain communications with JFRD and provide a system for transferring 911 calls necessitating medical instructions to JFRD. This process is currently in place now, however, a formal agreement for this as required is not in place. This agreement will remedy that.

**BUDGET:** None

**RECOMMENDATION:** Approve Resolution No. 22-79 authorizing the Mayor to sign a Reciprocal Agreement between the City of Atlantic Beach and City of Jacksonville for 911 medical services.

**ATTACHMENT(S):** 1. Resolution No. 22-79  
2. Proposed Agreement

**REVIEWED BY CITY MANAGER:**



**RESOLUTION NO. 22-79**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE ATLANTIC BEACH POLICE DEPARTMENT AND THE JACKSONVILLE FIRE RESCUE DEPARTMENT FOR 911 MEDICAL INSTRUCTION SERVICES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 401.465, Florida Statutes, requires 911 public safety telecommunicators to undergo specific and continuous education and training to be able to provide telephonic assistance in administering cardiopulmonary resuscitation (“CPR”); and

**WHEREAS**, Section 401.465(3), Florida Statutes, permits a public safety agency to enter into a reciprocal agreement with another public safety agency that employs 911 public safety telecommunicators whom have completed the telecommunicator CPR training; and

**WHEREAS**, the Atlantic Beach Police Department (“ABPD”) and the Jacksonville Fire Rescue Department (“JFRD”) are first responder agencies providing public safety services to the City of Atlantic Beach within Duval County; and

**WHEREAS**, both the ABPD and JFRD operate Public Safety Answering Points (“PSAP”) for the intake and handling of emergency calls; and

**WHEREAS**, the ABPD PSAP does not provide emergency medical instructions and transfers calls requiring this to JFRD; and

**WHEREAS**, the ABPD and JFRD have systems and procedures in place to effectively transfer and communicate between PSAPs, callers requiring emergency services, and coordinate first responders; and

**WHEREAS**, the ABPD and JFRD have developed a reciprocal agreement for JFRD to provide 911 medical instructions for 911 medical calls received by ABPD and the agreement has been reviewed by the Police Chief, City Manager, and City of Jacksonville, finding it acceptable; and

**WHEREAS**, the agreement has been reviewed by the Police Chief, City Manager, and City of Jacksonville, finding it acceptable.

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

**SECTION 1.** The Mayor is hereby authorized to execute the reciprocal agreement with the Jacksonville Fire Rescue Department, covering the period of three (3) years upon both parties executing the agreement.

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

**PASSED AND ADOPTED** by the City of Atlantic Beach, this 12<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Curtis Ford, Mayor

ATTEST

\_\_\_\_\_  
Donna L. Bartle, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Jason R. Gabriel, City Attorney

## RECIPROCAL AGREEMENT FOR ADMINISTERING EMERGENCY MEDICAL TELEPHONE CALLS

This Reciprocal Agreement for Administering Emergency Medical Telephone Calls (this “**Agreement**”) is dated \_\_\_\_\_, 2022 (the “**Effective Date**”), and is between the **City of Jacksonville**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“**Jacksonville**”), on behalf of the Jacksonville Fire and Rescue Department (the “**JFRD**”), and the **City of Atlantic Beach**, a municipal corporation in Duval County, Florida (“**Atlantic Beach**”), on behalf of the Atlantic Beach Police Department (the “**ABPD**”).

Section 401.465, Florida Statutes, requires 911 public safety telecommunicators to undergo specific and continuous education and training to be able to provide telephonic assistance in administering cardiopulmonary resuscitation (“**CPR**”).

Section 401.465(3), Florida Statutes, permits a public safety agency to enter into a reciprocal agreement with another public safety agency that employs 911 public safety telecommunicators whom have completed the telecommunicator CPR training.

The ABPD and JFRD are public safety agencies that desire to enter into a reciprocal agreement in order to have transferred to the JFRD those telephone calls involving emergency medical conditions that may need telephonic assistance in administering CPR.

Jacksonville, on behalf of the JFRD, and Atlantic Beach, on behalf of the ABPD, therefore agree as follows:

1. **Purpose.** This Agreement sets forth the protocols for which the ABPD will transfer telephone calls for emergency medical conditions, including telephone calls where CPR may be required, to the JFRD. The JFRD will provide telephonic assistance in administering CPR or other pertinent medical instructions to the telephone caller.

2. **Definitions.** In this Agreement, the following definitions apply:

A. “**911 public safety telecommunicator**” means a public safety dispatcher or 911 operator whose duties and responsibilities include the answering, receiving, transferring, and dispatching functions related to 911 calls; dispatching law enforcement officers, fire rescue services, emergency medical services, and other public safety services to the scene of an emergency; providing real-time information from federal, state, and local crime databases; or supervising or serving as the command officer to a person or persons having such duties and responsibilities. However, the term does not include administrative support personnel, including, but not limited to, those whose primary duties and responsibilities are in accounting, purchasing, legal, and personnel.

B. “**Public agency**” means the state and any city, county, city and county, municipal corporation, chartered organization, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

C. “**Public safety agency**” means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

3. **Agreement.**

A. The parties shall have the ability to have direct telephone and radio contact with each other’s 911 public safety telecommunicators for whom the parties can reasonably receive 911 communications.

i. Upon the occurrence of the ABPD's 911 public safety telecommunicator receiving a telephone call that is believed to need telephonic assistance in handling an emergency medical situation or administering CPR, the ABPD's 911 public safety telecommunicator shall obtain the telephone caller's location information and then shall transfer the telephone caller to the JFRD's 911 public safety telecommunicator for emergency medical instruction. If the telephone caller is believed to be in a county other than Duval County, Florida, efforts to relay the telephone caller to the appropriate county shall be made prior to transferring the telephone caller to the JFRD's 911 public safety telecommunicator.

ii. If the ABPD's 911 public safety telecommunicator believes there is a possible crime that has been committed or that the JFRD may otherwise require the presence of a sworn law enforcement officer at the location of concern, the ABPD's 911 public safety telecommunicator shall remain on the telephone with the telephone caller, obtain pertinent information from the telephone caller, and initiate a telephone call for law enforcement to be dispatched.

B. Training shall be provided to the parties' appropriate personnel regarding the procedures and protocols set forth in this Agreement, including coordination and how and when to transfer telephone calls between the parties. The parties shall be responsible for training their respective personnel.

4. **Effective Date; Term and Termination.** This Agreement shall take effect upon execution by the parties and be in effect for three years. This Agreement will be effective on the date both parties have executed this Agreement. This Agreement may not be terminated except by the agreement of both parties.

5. **Liability.** The parties shall be liable for their own acts or omissions, subject to the limitations set forth in section 768.28, Florida Statutes. Each party assumes responsibility for the acts, omissions, or conduct of its employees. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, or of any defense available to either party. Nothing in this Agreement shall be construed as consent by either party to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

6. **Confidentiality.** The parties agree to adhere to the Public Records provisions set forth in Chapter 119, Florida Statutes.

7. **Relationship of Parties.** Nothing in this Agreement delegates any constitutional or statutory duty of one party to the other party. Except as set forth in this Agreement, neither party shall have any responsibility with respect to services provided or the contractual obligations of the other party. Nothing in this Agreement shall be deemed to constitute that the party is a partner, agent, or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

8. **No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person or party.

9. **Severability.** The invalidity or unenforceability of any provision or clause in this Agreement shall in no way effect the validity or enforceability of any other clause or provision.

10. **Modifications.** Any amendments to this Agreement shall be by written instrument executed by the parties.

11. **Assignment; Successors.** This Agreement may not be transferred or assigned to another. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

12. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall be in Duval County, Florida.

13. **Entire Agreement.** The parties agree that this Agreement is the entire agreement between the parties, and that there are no promises or understandings other than those stated in this Agreement.

14. **Recording of Agreement.** Upon execution by the parties, Atlantic Beach shall record this Agreement in the Official Records of Duval County and with the Florida Department of Law Enforcement.

The parties are signing this Agreement on the date stated in the introductory clause.

**Attest**

**City of Jacksonville**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

**Attest**

**City of Atlantic Beach**, a municipal corporation in Duval County, Florida

By: \_\_\_\_\_  
Donna L. Bartle  
City Clerk

By: \_\_\_\_\_  
Curtis Ford  
Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

City Contract # \_\_\_\_\_

GC-#1536750-v1-City\_of\_Atlantic\_Beach\_2022\_Reciprocal\_Agreement\_for\_Administering\_Emergency\_Medical\_Telephone\_Calls.docx



**CITY OF ATLANTIC BEACH  
COMMISSION MEETING  
STAFF REPORT**

**AGENDA ITEM:** Resolution No. 22-82 approving the extension of Suzanne Green as Special Magistrate for a term of one year

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

**TODAY'S DATE:** November 9, 2022

**MEETING DATE:** December 12, 2022

**BACKGROUND:** In 2019, City Commission adopted an ordinance replacing the Code Enforcement Board with a Special Magistrate. Commission's most recent selection, Ms. Suzanne Green, has served as special magistrate to hear matters regarding code enforcement, dangerous dog cases and other matters as may be necessary and applicable, since February 2021. Typically, the special magistrate hearings are every other month.

The Special Magistrate has the authority to hear and decide alleged violations of the following:

- (1) City of Atlantic Beach Code of Ordinances, per Chapter 162, Florida Statutes and the provisions of the AB Code, each as may be amended.
- (2) State of Florida Building Code, administration section of Chapter 553, Florida Statutes, as adopted by the State of Florida and by the city.
- (3) International Property Maintenance Code as adopted by the city.
- (4) All other local codes and ordinances as allowed by Chapter 162, Part 1., Florida Statutes, Local Government Code Enforcement Boards, as it may be amended from time to time.

The jurisdiction of the Special Magistrate is not exclusive. Any alleged violation of any of the provisions above may be pursued by appropriate remedy in court at the option of the administrative official whose responsibility it is to enforce that respective code or ordinance.

In accordance with Sec. 2-143(e) of the municipal code of the City of Atlantic Beach, the term of the special magistrate is for one year and may be extended for one-year terms by resolution of the City Commission. Our current contract will not expire until February 10, 2023, however, staff wants to ensure adequate time for the contract renewal.

**BUDGET:** Funding for special magistrate services was approved in the FY 2022-23 budget in account 001-1006-524.34-00 Code Enforcement-Other Contractual Services.

**RECOMMENDATION:** Staff recommends that City Commission approve Resolution No. 22-82, which extends the term of Suzanne Green as special magistrate for one year.

**ATTACHMENT:** Resolution No. 22-82

**REVIEWED BY CITY MANAGER:**

A handwritten signature in blue ink, appearing to read "Frank Colli", is written over a horizontal line.

**RESOLUTION NO. 22-82**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH EXTENDING THE TERM OF SUZANNE GREEN AS SPECIAL MAGISTRATE FOR ONE YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City retained the Special Magistrate services of Suzanne Green as approved in Resolution No. 21-13; and

**WHEREAS**, the City of Atlantic Beach Code of Ordinances Sec. 2-143 (e) stipulates that the annual term of Special Magistrate may be extended upon adoption of a resolution of the City Commission; and

**WHEREAS**, the City of Atlantic Beach desires to extend Suzanne Green's term as Special Magistrate for one year.

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

**Section 1.** The City Commission hereby extends the term of Suzanne Green as Special Magistrate to perform Special Magistrate services.

**Section 2.** Funds are available for this purpose in Account No. 001-1006-524.34-00 Code Enforcement-Other Contractual Services.

**Section 3.** The City Manager is hereby authorized to execute the contract in accordance with and as necessary to effectuate the provisions of this Resolution.

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

**PASSED AND ADOPTED** by the City of Atlantic Beach this 12th day of December, 2022.

\_\_\_\_\_  
Curtis Ford, Mayor

Attest:

\_\_\_\_\_  
Donna L. Bartle, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Jason R. Gabriel, City Attorney



**CITY OF ATLANTIC BEACH  
CITY COMMISSION MEETING  
STAFF REPORT**

**AGENDA ITEM:** Resolution No. 22-86 authorizing the purchase of a Wedgewater Sieve Static Screen Cabinet with Stainless Steel Panel

**SUBMITTED BY:** Troy Stephens, Public Utilities Director

**TODAY'S DATE:** November 28, 2022

**MEETING DATE:** December 12, 2022

**BACKGROUND:** The wastewater treatment plant's current sieve static screen cabinet has failed due to time and corrosion and must be replaced. The screen is used to filter the solids that come into the treatment plant.

The City did not solicit competitive bids, as Gravity Flow Systems is the sole source vendor for the Wedgewater Sieve.

**BUDGET:** Adequate funds are available in the Public Utilities Fund Account  
No. 410-5506-535-6400

**RECOMMENDATION:** Approve Resolution No. 22-86 authorizing the purchase of the Wedgewater Sieve Static Screen Cabinet in the amount of \$35,650.00.

**ATTACHMENT(S):**

1. Resolution No. 22-86
2. Quote from Gravity Flow Systems
3. Sole Source Letter
4. Photos of old screens and location at WWTP

**REVIEWED BY CITY MANAGER:**



\_\_\_\_\_

**RESOLUTION NO. 22-86**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF WEDGEWATER SIEVE STATIC SCREEN CABINET WITH STAINLESS STEEL PANEL FROM GRAVITY FLOW SYSTEMS, FOR \$35,650.00; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is in need of a Sieve Static Screen Cabinet with Stainless Steel Panel to replace the old sieve that failed due to corrosion; and

**WHEREAS**, no quotes were solicited because Gravity Flow Systems is the Sole Source Provider; and

**WHEREAS**, funds are available in the Public Utilities Fund for this purpose in the Infrastructure account 410-5506-535-6400.

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

**Section 1.** The City Commission hereby authorizes the City Manager to approve the purchase of the Wedgewater Sieve Static Screen Cabinet with Stainless Steel Panel from Gravity Flow Systems for \$35,650.00.

**Section 2.** The City Commission hereby appropriates funds from City's Public Utilities Fund for this purpose.

**Section 3.** The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution;

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

**PASSED AND ADOPTED** by the City of Atlantic Beach, this 12<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Curtis Ford, Mayor

Attest:

\_\_\_\_\_  
Donna L. Bartle, City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Jason R. Gabriel, City Attorney



**GRAVITY FLOW SYSTEMS SOUTHWEST, INC.**

**PROPOSAL NUMBER PRE-22-035**

Represented by:

Paul Wachter  
TSC-Jacobs North

To:

City of Atlantic Beach, FL

Attn:

Troy Stephens

Project:

City of Atlantic Beach, FL  
Wastewater Treatment Plant Improvements

Wedgewater™ Sieve Static Screen Cabinet

PROPOSAL DATE: November 4, 2022

All information included as a part of this proposal shall remain the property of Gravity Flow Systems Southwest, Inc., in conformance with the copyright laws and regulation of the United States. This proposal shall not be copied or disseminated in any fashion without the prior written approval of Gravity Flow Systems Southwest, Inc. The data and information contained herein is furnished on a restricted basis for the sole use by the party or parties named above, and shall not be used in any manner detrimental to the interests of Gravity Flow Systems Southwest, Inc. © Copyright 2012, Gravity Flow Systems Southwest, Inc. All rights reserved

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P.O. Box 1541 • Leadville, CO 80461 • Tel: (830) 379-5730  
[www.gravityflow.com](http://www.gravityflow.com)

Proposal No. PRE-22-035  
Atlantic Beach, FL  
November 4, 2022

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## **PROPOSAL**

**NOTICE – PLEASE READ THIS PROPOSAL ALL THE WAY THROUGH, ANY PURCHASE ORDER ISSUED MUST CONFORM TO ALL ITEMS IN THIS PROPOSAL FOR ORDER ENTRY.**

We propose to furnish the following items of equipment and associated services at the prices indicated and in accordance with the terms and conditions set forth herein:

ITEM 1. WEDGEWATER™ SIEVE WITH STATIC SCREEN

- 1 - Model W601-F-060 Wedgewater™ Sieve Cabinet with one (1) Type 316 Stainless Steel Static Screen Panel. Panel to have 0 .060" openings between wedge wires.

PRICE The total price for Item 1 above is \$ 35,650.00

\*\*\*FREIGHT COST SHALL BE THE RESPONSIBILITY OF THE CUSTOMER AND SHALL BE DETERMINED AT TIME OF SHIPMENT\*\*\*

---

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[www.gravityflow.com](http://www.gravityflow.com)

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#### FIELD SERVICE

No field services are supplied as part of the scope of this proposal.

#### PRICING TERMS AND CONDITIONS

Pricing is based on the following terms of payment:

<u>Conditions</u>	<u>Amount of Invoice</u>
Purchase Order	50% upon Invoice
Materials Ready to Ship	50% upon Invoice

Initial

All invoices are due and payable upon receipt of the invoice. **Purchaser shall be obligated to pay said invoices even if Purchaser is not paid by owner**, provided the reason for such non-payment is unrelated to the performance of Gravity Flow Systems Southwest, Inc.

Pricing is valid through **December 4, 2022**. After this date pricing and availability are subject to change.

#### TAXES

Federal, State or local sales, use or other taxes applicable to this transaction shall be added to the sales price for Purchaser's account.

#### FREIGHT

All prices are quoted FOB FACTORY, with freight allowed to a readily accessible location at jobsite.

#### DELIVERY

Submittals: 3 to 4 weeks after receipt of a purchase order.

Equipment Shipment: 10 to 13 weeks after receipt of approved submittals, or written waiver thereof.

Re-submittals, should they be required, will take an additional 3 to 4 weeks.

#### WARRANTY

Gravity Flow Systems Southwest will warranty the equipment supplied in conformance with paragraph 6. of our "Standard Conditions of Sale", Sheet 6 of 6 of this proposal.

#### NOT INCLUDED

Unless specifically mentioned in this proposal for inclusion with the proposed equipment, the above price DOES NOT INCLUDE:

- Spare parts;
- Unloading, hauling, or storage;
- Equipment erection or field welding;
- Concrete, concrete work, grout or sealants;
- Field cleaning or field painting;
- Protection against corrosion or deterioration due to unprotected or improper storage;
- Piping, valves, or fittings;
- Pipe hangers or supports;
- Lubricating oils or greases;
- Wire, wiring, or conduit;

Proposal No. PRE-22-035  
Atlantic Beach, FL  
November 4, 2022

Page 4 of 6

- Motor starters or controls;
- Any electrical devices not described above;
- Polymer, polymer systems, or polymer injection/mixing equipment.

#### PAST DUE ACCOUNTS

Payment of invoices shall be in compliance with the "General Terms" of this proposal. Amounts past due are subject to a service charge of 1.5 percent per month.

#### SPECIAL CONDITIONS

This proposal shall be made a part of any Purchase Order resulting from this offering.

Pricing and delivery quoted herein is based on those terms and conditions found exclusively in this document. No other terms or conditions shall be made part of the sales contract, unless specifically accepted in writing by Gravity Flow Systems Southwest, Inc. Such other terms and conditions, if accepted, may affect stated prices and/or deliveries.

**Order entry is contingent upon receipt of a copy of this proposal in our office in Leadville, CO, signed by a duly authorized person, within the valid time frame of this proposal. This proposal must also be referenced on any purchase order issued.**

Gravity Flow Systems Southwest, Inc. is an equipment manufacturer and supplier only. We will not accept any purchase orders requiring us to take on additional liabilities by containing the following:

- Those requiring our company to accept any penalties or liquidated damages whatsoever.
- Those requiring delivery schedules other than those specified in our proposal.
- Those indicating payment to us conditional upon payment of our customer by others, and/or containing payment terms contrary to those set forth in our proposal.
- Those indicating that items additional to those specifically delineated in our proposal may or will be required to be provided, such as unloading, storage, tools, fuel, supplies, etc.
- Those requiring our company to provide any licensing or bonding.
- Those referring to us as a subcontractor.
- Those with any conditions of sale contrary to those set forth in this proposal.
- Those that do not reference this proposal number or cite this proposal as reference only.

In such cases, an order will not be entered until a satisfactory order is issued. Additionally, we require a copy of this proposal signed by the buyer for order entry to occur.

Proposal No. PRE-22-035  
Atlantic Beach, FL  
November 4, 2022

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### GENERAL TERMS

Terms of payments are as follows: 50% at Purchase Order, 50 % when materials are ready to ship; for payment on receipt of invoice.

This quotation is subject to change or withdrawal without notice, and subject to acceptance within 30 days by Buyer. If accepted by the Buyer, this proposal shall become a binding contract only when approved and signed by an authorized representative of the Seller at its offices in Leadville, Lake County, Colorado, and may then be modified by written agreement only. No statement or understandings relating to the subject matter, other than those set forth herein, shall be binding on **Gravity Flow Systems Southwest, Inc.**

All orders, contracts and quotations are submitted contingent upon occurrence of strikes, accidents, fire, riots, war, and Acts of God, and any other causes beyond our control. In the event of strikes in our plants or in the plants of our suppliers, we may withdraw this proposal if, in our opinion, such strikes may result in the following:

1. Delay in the delivery of materials and supplies.
2. Cancellation by suppliers of materials and supplies.
3. Increased prices for material, supplies and labor.

Quoted shipment or delivery dates are based upon current production schedules of the specified equipment, after receipt of all approved drawings, together with complete technical data necessary for proper application and "state of the art" engineering as required by the project. **Gravity Flow Systems Southwest, Inc.** will deliver drawings for approval in a timely manner commensurate with the original concept of completion as conceived by the owners and/or engineers. **Gravity Flow Systems Southwest, Inc.** will not be liable for liquidated damages or other penalties, either direct or indirect, for failure to perform within these estimated dates.

The standard conditions of sale printed on the attached sheet, unless expressly excepted herein, are made part of this quotation. Any provisions in the purchase order which are in conflict with or any addition to the provisions provided herein shall become a part of the contract only if affirmatively accepted in writing by Buyer and Seller.

**STANDARD CONDITIONS OF SALE**

**1. ACCEPTANCE**

This contract is subject to credit approval by the Seller prior to acceptance. In the event of insolvency or other financial difficulty on the part of the Buyer, the Seller may withhold delivery or require payment in advance or seek such other security as it deems necessary.

**2. PAYMENT**

Buyer agrees to pay Seller interest at the highest legal rate on any amount unpaid from maturity and Buyer further agrees to pay Seller all collection or attorneys' fees and court costs incurred; under no conditions will credit be extended beyond ninety (90) days without the applicable statutory and common law liens being filed.

**3. CANCELLATION**

In the event Buyer cancels the contract or any part thereof, Buyer agrees to reimburse Seller for any costs incurred, including engineering time expended on pre-approval and approval drawings as well as shop drawings and direct labor with overhead burden, materials and other costs incurred through the date of cancellation, plus a margin of 25% of the contract amount.

**4. TAXES**

Buyer will pay Seller, in addition to the price stated, the amount of any applicable sales, and gross receipts or other tax which may be imposed on this transaction by the Federal, State, county or municipal government and any subdivision thereof.

**5. TITLE AND RISK OF LOSS**

Full risk of loss (including transportation, delays, damages and/or losses) shall pass to the Buyer upon delivery of products to the F.O.B. point or at the time of installation, if provided for in the contract. Seller retains title, for security purposes only, to all products whether attached to realty or other property, until fully paid for in cash; and the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title in the Seller. In the case of failure by the Buyer to make any payment when due, it is expressly understood that it shall be optional with the Seller to take exclusive possession of the products supplied wherever found and remove same without legal process, and that any payments which may have been made on account of same shall be retained by the company as liquidated damages, without prejudice to its right of recovery for further damage it may suffer from any cause.

**6. WARRANTY AND LIMITATION OF REMEDY AND LIABILITY**

A. Seller warrants only that the products and parts manufactured by Seller, when shipped, and the work performed by Seller (including installation, construction and start-up) when performed, will meet all applicable specifications and other specific product and work requirements (including those of performance), if any, of this agreement, and will be free from defects in material and workmanship. All claims for defective or non-conforming (both hereinafter called defective) products or parts under this warranty shall be made in writing immediately upon discovery, and in any event, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or start-up responsibility, in all claims for defective or non-conforming work shall be made in writing immediately upon discovery, and in any event, within one (1) year from completion of the applicable work by Seller, such date to be determined exclusive of instruction, start-up and inspection work done pursuant to the contract; provided, however, all claims for defective products and parts shall be made in writing no later than eighteen (18) months after shipment. Defective and non-conforming items must be held for Seller's inspection and returned to the original F.O.B. point upon request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

B. Any act of the Buyer to alter, modify, or install equipment in a manner contrary to the instructions furnished by the Seller shall serve to void the Seller's warranty on those items altered, modified or improperly installed. Failure of the Buyer to maintain equipment contrary to the instructions furnished by the Seller shall serve to void the warranty on all equipment affected by such improper maintenance.

C. Upon Buyer's submission of a claim as provided herein and its substantiation, Seller shall at its option either repair or replace its product, part or work at the original F.O.B. point of delivery or to refund an equitable portion of the purchase price.

D. Notwithstanding the foregoing provisions of this WARRANTY AND LIABILITY Clause, it is specifically understood that products and parts not manufactured, and work not performed by Seller are warranted to the extent and in the manner that the same are warranted to Seller by Seller's vendors, and then only to the extent that Seller is reasonably able to enforce such warranty. In enforcing such warranty, it is understood Seller shall have no obligation to initiate litigation unless Buyer undertakes to pay all costs and expenses therefor, including, but not limited to attorneys' fees, and indemnifies Seller against any liability to Seller's vendors arising out of such litigation.

E. THE FOREGOING IS SELLER'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND, EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING BUT NOT LIMITED TO, CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ACTION BY BUYER ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED.

**7. PATENTS**

Should the equipment proposed herein incorporate a patent or a concept that results in a patent or a patent application, title to such patent or concept resulting therefrom shall be retained in full ownership of Gravity Flow Systems Southwest, Inc., and shall be the sole property of Gravity Flow Systems Southwest, Inc.

**8. BACKCHARGES**

Seller will not accept any charge for modification, servicing, adjustment or for any other item without authority in the form of a written order issued from the office of Gravity Flow Systems Southwest, Inc., in Leadville, Colorado, in advance of doing the work.

**9. TERMS OF AGREEMENT**

The acceptance of this order shall be upon the terms and conditions specified herein which shall take precedence and represent the final agreement between the Buyer and Seller notwithstanding any inconsistent, contradictory or other and further terms and conditions contained in Buyer's purchase order or other document furnished by Buyer in connection with this order, whether such document or documents are exchanged simultaneously with this order, prior to, or subsequent thereto.

**10. ENFORCEMENT**

Buyer and Seller expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this contract. The courts of Colorado, County of Lake, shall have jurisdiction over the parties in any action at law relating to the subject matter or the interpretation of this contract.

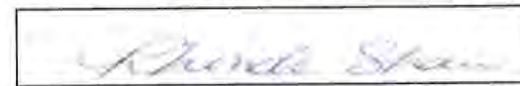
**Accepted by:**

Signature of Purchaser's Authorized Agent

Date

Signature of Gravity Flow Systems Southwest Authorized Agent

For Purchaser (print name of purchasing entity below):



For **GRAVITY FLOW SYSTEMS SOUTHWEST, INC.**



## **Gravity Flow Systems Southwest, Inc.**

---

November 7, 2022

City of Atlantic Beach, FL  
Attn: Troy Stephens

Re: Gravity Flow Systems SW, Inc. Model W601-F-060 Wedgewater™ Sieve

To Whom It May Concern,

This letter is to provide notification that Gravity Flow Systems Southwest, Inc. is the sole source provider of the above-mentioned equipment. Therefore, Gravity Flow Systems Southwest, Inc. is the sole source for replacement equipment and parts. These items are not available from local sources or other vendors and therefore should be obtained directly through our representative, TSC Jacobs.

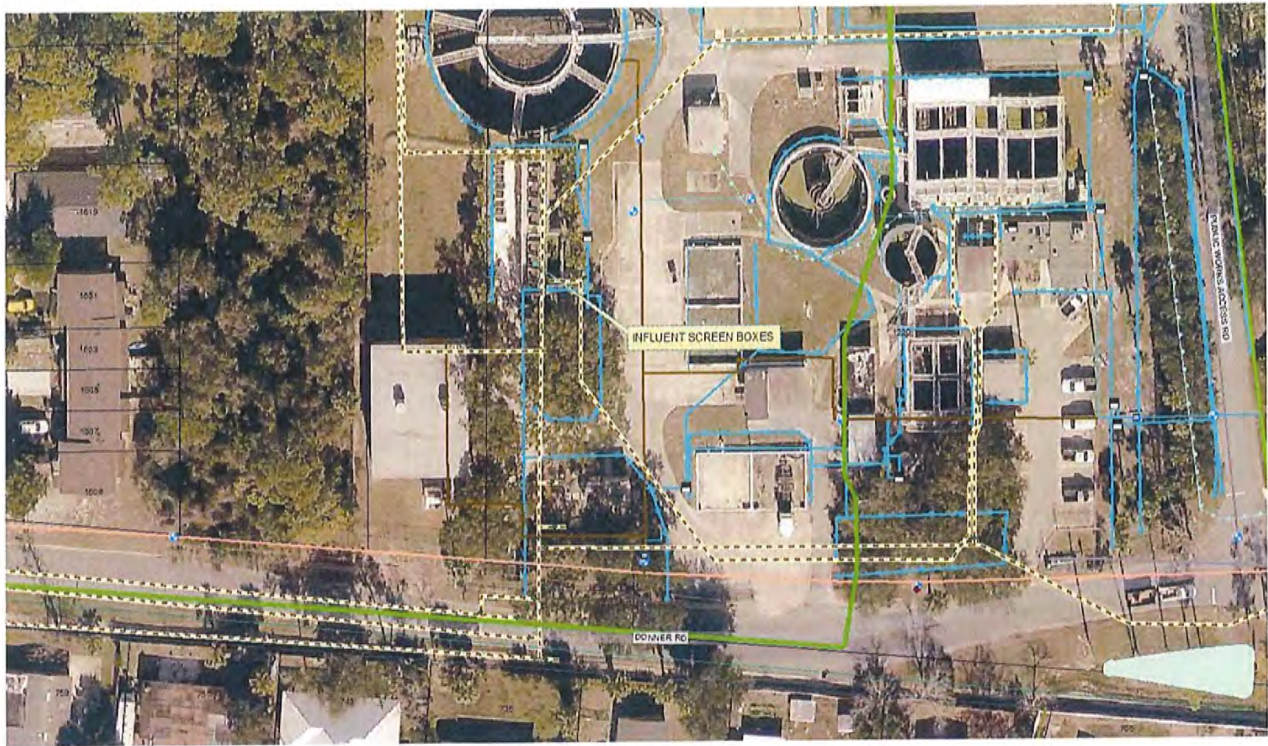
Please feel free to contact me should you need anything further.

Kind Regards,

*Rhonda Shaw*

Rhonda Shaw  
General Manager  
Gravity Flow Systems Southwest, Inc.

PO BOX 1541      LEADVILLE, CO 80461      830-379-5730



**CITY OF ATLANTIC BEACH  
CITY COMMISSION MEETING  
STAFF REPORT**

**AGENDA ITEM:** Appointment of a City Commissioner to Chair the Board Member Review Committee

**SUBMITTED BY:** Donna L. Bartle, City Clerk *286*

**TODAY'S DATE:** November 30, 2022

**MEETING DATE:** December 12, 2022

**BACKGROUND:** The purpose of the Board Member Review Committee is to encourage citizens to apply to serve on the City's boards and committees including requesting applicants to consider boards or committees other than those that they originally applied for, to review and consider available applications when vacancies occur, to consider recommending existing board and committee members to an additional term, and to make recommendations to the Mayor as to which applicants to appoint to fill those vacancies.

The Board Member Review Committee is comprised of five (5) members which includes a sitting City Commissioner serving as Chair of the Committee. The "Commissioner" member shall serve a one-year term beginning on January 1st and is eligible for additional terms. Brittany Norris was serving as the Chair to the BMRC; however, since she is no longer a sitting Commissioner, that position has become vacant.

This "Commissioner" member shall be appointed by the Mayor and be subject to the approval of the Commission.

**BUDGET:** None

**RECOMMENDATION:** Appoint a Commissioner to serve as the Chair of the Board Member Review Committee for the remainder of the unexpired term beginning immediately and ending December 31, 2022 and reappoint same Commissioner to an additional term ending December 31, 2023.

**ATTACHMENT(S):** Resolution No. 18-52  
Resolution No. 12-08

**REVIEWED BY CITY MANAGER:** *Frank Corsi*

**RESOLUTION NO. 18-52**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA,  
AMENDING THE MEMBERSHIP PROVISIONS FOR THE BOARD  
MEMBER REVIEW COMMITTEE; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Board Member Review Committee was created by the City Commission pursuant to Resolution 05-04, as amended by Resolution 06-03, Resolution 12-08, and further amended by Resolution 17-32, to review applications and make recommendations to the City Commission for the appointment of members to the City's various boards and committees; and

**WHEREAS**, the Board Member Review Committee has conducted a study over the last year to assess board and committee membership, terms, removal and selection/appointment procedures for all boards and committees of the City; and

**WHEREAS**, the Board Member Review Committee has developed and forwarded its recommendations to standardize, clarify and streamline the membership, terms, removal and selection/appointment procedures for the various boards and committees of the City to the City Commission; and

**WHEREAS**, following a proper and valid vote for reconsideration, the City Commission now desires to modify this Resolution to allow committee members to serve in other public offices, provided the powers and authority of the committee remain advisory only.

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

**SECTION 1. Amendment.** Resolution 05-04 creating the Board Member Review Committee, as amended by Resolution 06-03, Resolution 12-08, and further amended by Resolution 17-32, is hereby amended to revise Section 3, Membership, as follows:

**SECTION 3. Membership:** There will be a total of five (5) members on this Committee. The first member will be one of the sitting City Commissioners,

who shall serve as chairman of the Committee, and shall serve a one-year term and will be eligible for additional terms. Each one-year term for the Commissioner shall begin on ~~December~~ January 1<sup>st</sup>. This member shall be appointed by the Mayor and be subject to the approval of the Commission. The second, third, and fourth remaining members shall be citizens of Atlantic Beach. They will be appointed by the Mayor subject to approval of the Commission. The citizen members shall have backgrounds or experience in committee work or human resources. The citizen appointments shall serve ~~two~~ three-year terms which will be staggered and ~~be eligible to serve a second two-year term~~ citizen members may serve a maximum of three (3) consecutive terms. All terms shall expire on December 31 of the proper year, provided, however, that members whose terms expire shall continue to serve until replacement appointments are effective. The fifth member will be the chairman of the board or committee for which vacancy or re-appointment is currently being considered. They shall serve only for those meetings where membership on their board or committee is being considered. Other than the Chairman, Members of this Committee may not hold a any other any other public office or other appointed position in the City, provided the powers and authority of this Committee remain advisory only. The City Clerk or his/her designee shall perform all necessary administrative duties for the Committee. The Board Member Review Committee shall notify the Chair of the subject board/committee to request input and comment regarding new appointment/reappointment to that board/committee. Any committee member who wishes to resign should submit a letter of resignation to the chairman and city clerk. Any vacancy during the unexpired term of a citizen member or the Commission member shall be filled for the remainder of the term. Should the

length of the unexpired term of a citizen member be less than one year, then such appointment shall not count towards the maximum number of consecutive terms. Any member of the Committee may be removed for cause by the Commission upon written charges and after public hearing. Any member who fails to attend three (3) consecutive meetings without notice to the city clerk or his/her designee and without reasonable cause shall have his office declared vacant by the Committee and the Commission shall promptly fill such vacancy.

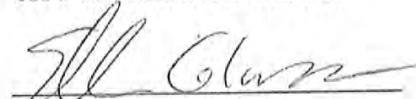
**SECTION 2. No Other Amendment.** Except as expressly set forth in Section 1 above, the provisions of Resolution 05-04, as amended previously by Resolution 06-03, Resolution 12-08, and Resolution 17-32, remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall take effect immediately upon its final passage and adoption.

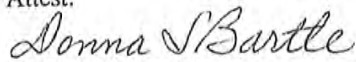
**PASSED** by the City of Atlantic Beach this 26th day of November, 2018.

**PASSED**, as modified, by the City of Atlantic Beach following a proper and valid vote for reconsideration and duly noticed, this 14<sup>th</sup> day of January, 2019.

CITY OF ATLANTIC BEACH

  
Ellen Glasser, Mayor

Attest:



Donna L. Bartle, City Clerk

Approved as to form and correctness:

  
Brenna M. Durden, City Attorney

**RESOLUTION NO. 12-08**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AMENDING THE NUMBER OF MEMBERS, APPOINTMENT OF MEMBERS AND MEMBERSHIP CRITERIA FOR THE BOARD MEMBER REVIEW COMMITTEE, PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, a Board Member Review Committee was created by the Mayor and Commission by Resolution 05-04 adopted on April 11, 2005 and amended by Resolution 06-03 which was approved on February 13, 2006, to review applications and make recommendations for the appointment and reappointment of members to the city's Boards and Committees, and

**WHEREAS**, it is desirable to replace the City Manager as a member on this Committee with another citizen member.

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

**SECTION 1. Creation:** Resolutions 05-04 and 06-03 of the City of Atlantic Beach creating and amending the BOARD MEMBER REVIEW COMMITTEE shall be further amended as follows.

**SECTION 2. Purpose:** The purpose of the Board Member Review Committee is to encourage citizens to apply to serve on the city's boards and committees including requesting applicants to consider other boards or committees than those that they originally applied for, to review and consider available applications when vacancies occur, to consider recommending existing board and committee members to an additional term and to make recommendations to the Mayor as to which applicants to appoint to fill those vacancies.

**SECTION 3. Membership:** There will be a total of six (6) members on this Committee. The first member will be one of the sitting City Commissioners, who shall serve as chairman of the Committee, shall serve a one-year term and will be eligible for additional terms. Each one-year term for the Commissioner shall begin on December 1<sup>st</sup>. This member shall be appointed by the Mayor and be subject to the approval of the commission. The second, third, and fourth members shall be citizens of Atlantic Beach. They will be appointed by the Mayor subject to approval of the commission. The citizen members shall have backgrounds or experience in committee work or human resources. The citizen appointments shall serve two-year terms which will be staggered and be eligible to serve a second two-year term. The fifth member will be the chairman of the board or committee for which vacancy or re-appointment is currently being considered. They shall serve only for those meetings where membership on their board or committee is being considered. The City Clerk shall serve as a non-voting member and perform all necessary administrative duties.

**SECTION 4. Duties and Responsibilities**

(a) Review available applications for vacancies on city boards and committees and interview applicants as the Committee determines necessary to make informed recommendations.

(b) Receive input on the needs of the boards and committees that have vacancies for consideration as to the geographical, professional and philosophical balances needed so that each of those boards and committees can successfully accomplish their intended purposes established by the Mayor and Commission.

(c) When a reappointment is being considered, solicit and receive input from the Chairman, members or the staff liaison of the board or committee where the vacancy has occurred, or others on the appointee's past record of service including, but not limited to, attendance, preparation and overall contribution to the board or committee.

(d) Make recommendation(s) to the Mayor on appointments or reappointments to the city's boards and committees as set forth in the Charter of the City of Atlantic Beach. Recommendations shall be in the form of committee minutes along with copies of any applications of all candidates interviewed.

(e) Make additional recommendations for membership if the Mayor does not approve the original recommendation for appointment.

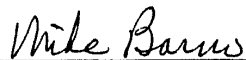
**SECTION 5. Meetings and Notice:** The meetings of this Board Member Review Committee shall be set at regular times and will be open to the public as well as to the other city elected officials although non-members of the Board Member Review Committee shall only observe and not be active participants in the meeting. A notice of meetings shall be provided in accordance with state law. Additionally, copies of the applications for appointment shall be transmitted to the Mayor and Commission prior to any meetings where interviews will be conducted and in the city commission agenda packet.

**SECTION 6. Effective date:** This Resolution shall take effect immediately upon its final passage and adoption.

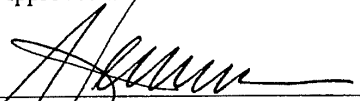
PASSED by the City Commission this 9th day of April, 2012.

ATTEST:

  
DONNA L. BARTLE  
City Clerk

  
MIKE BORNO  
Mayor

Approved as to form and correctness:

  
ALAN C. JENSEN, ESQUIRE  
City Attorney

TO: City of Atlantic Beach Commission Members

CC: Shane Corbin, City Manager

From: Jason Gabriel, City Attorney

Date: December 6, 2022

RE: City of Atlantic Beach Charter Review Committee

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**Brief Summary**

Article XVIII, Section Sec. 81 of the COAB Charter provides for a periodic review – every 8 years – of the City’s Charter via a Charter Review Committee (CRC).

- CRC shall consist of at least nine (9) and no more than fifteen (15) electors of the City.
- CRC Members are appointed by the City Commission to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the regular municipal election ballot.
- City Commission is required to appoint the CRC in January of the year immediately preceding the election with a definite and specific charge. This would be next month in January 2023.
- CRC is then required to meet for the purpose of organization within thirty (30) days after the appointments have been made.
- CRC elects a chair and vice chair from among its membership.
- Further public meetings of the CRC shall be held upon the call of the chair or a majority of the members of the CRC. Any proposed amendments to the Charter have to be voted upon by a *majority of the entire membership* of the CRC.
- No later than one-hundred and eighty (180) days prior to the regular municipal election, the CRC must deliver to the City Commission the proposed amendments or revisions.
- Each proposed amendment shall embrace one subject.
- The City Commission may by resolution place such amendments or revisions as approved by the CRC on the next regular municipal election ballot. Any measures that pass shall become effective on January 1 of the succeeding year or such other time as the amendment provides.
- If the CRC does not submit any proposed Charter amendments or revisions to the City Commission at least one-hundred and eighty (180) days prior to the regular municipal election, the CRC shall be automatically dissolved.
- Regardless, upon acceptance, amendment or rejection of the proposed amendments by the City Commission, the CRC is automatically dissolved.

**Recommendation**

There are several ways the Commission could go about approving a slate of CRC members in January.

Some options could include asking the Commission Members (at the December 12, 2022 meeting) to come prepared at the first meeting in January 2023 to discuss possible candidates for the CRC (e.g., each Commissioner is tasked with bringing forth a certain number of proposed names, and/or in the meantime a mechanism can be established by City staff whereby any person interested in serving on the CRC is able to apply).