City of Atlantic Beach

Second Amended Agenda

Regular City Commission Meeting

Monday, October 9, 2023 - 6:30 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

1.A. Approve minutes of the Budget Workshop held on August 7, 2023. 5 - 25
8-7-23 Budget Workshop Draft Minutes

* 1.B. Approve minutes of the Regular Commission Meeting held on August 14, 2023. 27 - 78
8-14-23 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

* 3.A. Accept the 90-Day Calendar (Oct. - Dec. 2023) 79 - 82
90-Day Calendar (Oct. - Dec. 2023)

* 3.B. Dora Drive 83 - 125
Link to Purchase & Sales Agreement
Link to Moody Williams Appraisal
Link to Colliers International Appraisal
Link to Phase I Environmental Site Assessment
Dora Drive

3.C. 2023 Florida City Government Week Proclamation 127 - 128
Florida City Government Week Proclamation

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY

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

* 6.A. Approve the revised Interlocal Agreement among City of Jacksonville, City of Atlantic Beach, City of Jacksonville Beach, City of Neptune Beach and the Commander, U.S. Naval Station Mayport and U.S. Navy for Conduct of the Sea and Sky Air Show and authorize the City Manager to sign the agreement. 129 - 146

Sea and Sky Air Show Interlocal Agreement

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 23-38** 147 - 156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 23-20 ESTABLISHING THE SAFETY, TRAFFIC AND PARKING COMMITTEE; ADOPTING THE COMMITTEE PURPOSE; ADOPTING CERTAIN PROVISIONS GOVERNING THE COMMITTEE; ESTABLISHING CITY STAFF ADMINISTRATIVE SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. 23-38

8.B. **RESOLUTION NO. 23-45** 157 - 162

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE FISCAL YEAR 2023-24 FUNDING TO DESIGNATED ORGANIZATIONS AND SCHOOLS FOR ARTISTIC, RECREATIONAL AND CULTURAL PROGRAMS, EVENTS OR PROJECTS UTILIZING FUNDS BUDGETED IN ACCOUNT NO. 001-6010-572-82-00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDER(S) IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-45

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

*Please Note: The Second Amended Agenda was published to include all pages of the Interlocal Agreement for Item 6A.

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.

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

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

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

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

MINUTES
Budget Workshop Meeting
Monday, August 7, 2023 - 6:30 PM
Commission Chamber

ATTENDANCE:

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

Also Present:
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Joe Gerrity, Interim City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Amanda Askew, Planning & Community Development Director (PCDD)
Latrenia Thomas, Recreation and Cultural Arts Director (RCAD)
Brittany Percell, Finance Director (FD)

CALL TO ORDER
Mayor Ford called the meeting to order at 6:30 p.m.

1. PUBLIC COMMENT
Mayor Ford opened the floor for public comment. CC Bartle called each speaker to the podium.

Brinkley Harrell expressed opinions on the budget.

Jane Stevens spoke about the funding that goes to the Recreation Department.

2. TOPICS

A. Departmental Presentations

CM Gerrity, DCM Hogencamp, and PCDD Askew presented as detailed in the agenda packet and a slide show (which is attached hereto and made part of this Official Record as **Attachment A**).

CM Gerrity, DCM Hogencamp, RCAD Thomas, PCDD Askew, Lieutenant Chase Jamison and Commander Tiffany Layson answered questions from the Commission.

The discussion of the Public Works budget was moved to the next budget meeting.

DRAFT

8-7-23 Attachment A

B. Capital Projects

CM Gerrity reported on this item as detailed in **Attachment A**. CM Gerrity and FD Percell answered questions from the Commission.

3. CITY COMMISSION COMMENTS/QUESTIONS

CM Gerrity confirmed for Commissioner Bole that money has been budgeted in Public Works for holiday lighting.

Commissioner Ring inquired about the process for considering a COLA for pension plans and FD Percell provided the details.

ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved: _____

DRAFT



Fiscal Year 2023-24 Budget

Commission Workshop #2

August 7, 2023

ATLANTIC BEACH
Florida

June 23 to July 31	State Revenue Sharing Estimates provided	Department of Revenue
July 1	Deadline to receive Certification of Taxable Value; actually received June 26.	Property Appraiser
July 10-13	**Review budget with Commissioners individually**	City Commission, City Manager
July 24	Approval of proposed millage rate on DR-420 and scheduling of public hearings to consider the Tentative Millage and Tentative Budget. This information is to be presented to the property appraiser by Aug. 4 -- within 35 days from the July 1 date of certification deadline.	CM, Director of Finance
July 25	**Budget Workshop #1**	DF, CM, CC
August 7	**Budget Workshop #2**	DF, CM, CC
August 24	Tax notifications to be mailed within 55 days of Certification, (TRIM notice of proposed property taxes).	PA
August 24	**Budget Workshop #3**	DF, CM, CC
September 21	Advertise in newspaper for public hearing on adoption of Tentative Budget and Proposed Millage (The property appraiser also notified property owners).	DF, CC, PA
September 13	**First Public Hearing to adopt the Tentative Budget and Millage (F.S. 200.065).**	CC
September 21-23	Publish TRIM notice in newspaper	DF
September 25	**Second/Final Public Hearing to approve Budget and Millage Rate**	CC
Within 3 days of final hearing	Send resolution adopting the millage rate to the property appraiser and tax collector	DF
Within 3 days of receiving Form DR-422	Complete and certify millage rate to property appraiser	DF
Within 30 days after final hearing	Complete Certification of Compliance Form (Form DR-487) along with copies of ads (whole page) proof of publication from newspaper and copies of ordinance adopting the budget and resolution adopting the millage rate	DF



Fiscal Year 2023-24 Departmental Overview

ATLANTIC BEACH
Florida

HIGHLIGHTS

- **4%** salary increase for general and unionized blue-collar employees
- **5%** salary increase for unionized police employees
- **10%** in health insurance cost
- **33%** combined increase in insurance premiums (property, workers' compensation, auto, liability, etc.)

ATLANTIC BEACH
Florida

INSURANCE QUOTE

Policy Type	FY23 Premium	FY24 Premium (or estimate)	% Change	Policy Expiration	Notes
Property (2023 Appraisal included)	$261,598.00	$431,636.70	65%	10/01/23-10/01/24	Carrier estimates 60-65% Prop rate increase due to chaotic market. Wind ded changing to 5%, $35k minimum.
Workers' Compensation	$168,430.00	$197,063.10	17%	11/01/23-11/01/24	Estimating 17% increase based on carrier expectations due to rate increase as well as estimated FY2024 payrolls and current loss history.
Public Officers & EPL	$107,818.00	$129,381.60	20%	10/01/23-10/01/24	Carrier estimates 15-20% increase, assuming no changes to exposures.
Auto	$79,637.00	$95,564.40	20%	10/01/23-10/01/24	Carrier estimates 15-20% increase, assuming no changes to exposures.
Law Enforcement Liability	$32,710.00	$39,252.00	20%	10/01/23-10/01/24	Carrier estimates 15-20% increase, assuming no changes to exposures.
Inland Marine	$3,361.00	$5,545.65	65%	10/01/23-10/01/24	Carrier estimates 60-65% Prop rate increase due to chaotic market. Wind ded changing to 5% and minimum will be at least $35k.
General Liability	$47,758.00	$57,309.60	20%	10/01/23-10/01/24	Carrier estimates 15-20% increase, assuming no changes to exposures.
Cyber Liability	$5,265.00	$6,318.00	20%	10/01/23-10/01/24	Carrier estimates 15-20% increase, assuming no changes to exposures.
Fiduciary Liability	$6,498.00	$6,822.90	5%	10/01/23-10/01/24	Carrier estimates minimal change at this time outside of exposure increases. Estimating a 5% still based on AJG marketing.
Statutory AD&D	$2,984.00	$3,700.16	24%	11/01/23-11/01/25	Minimal change in carrier rates however expecting a 24% increase in premium due to increase in reported exposures (lifeguards, police officers).
Crime	$1,181.00	$1,299.10	10%	10/01/23-10/01/24	Carrier estimates 8-10% increase, assuming no changes to exposures.
Flood - Concession Building	$1,732.00	$1,991.80	15%	11/01/23-11/01/24	Estimating a standard 15% premium increase at most, if any.
Flood - City Hall	$2,580.00	$2,967.00	15%	11/01/23-11/01/24	Estimating a standard 15% premium increase at most, if any.
Flood - Lift Station/Control Building	$9,007.00	$10,358.05	15%	11/01/23-11/01/24	Estimating a standard 15% premium increase at most, if any.
Flood - Commission Chambers	$1,360.00	$1,564.00	15%	11/01/23-11/01/24	Estimating a standard 15% premium increase at most, if any.
Flood - Police Building	$1,393.00	$1,393.00	0%	9/06/23-9/06/24	Renewal premium quoted by carrier as of 7/31/2023.
Gallagher Fee	$45,000.00	$45,000.00	0%	10/01/21-10/01/24	Annual Broker Fee
	$778,312.00	$1,037,167.06	33%		

ATLANTIC BEACH
Florida

HUMAN RESOURCES

Cathy Varian, Director

FY 2024 Budget: $289,605

- (4.6% decrease)

Note:

- $16K decrease in printing/publishing

ATLANTIC BEACH
Florida

FINANCE

Brittany Percell, Director

FY 2024 Budget: $1,934,068

- (0.8% increase)

Note:

- Deputy Finance Director position vacant

ATLANTIC BEACH
Florida

CITY CLERK'S OFFICE

Donna Bartle, City Clerk

FY 2024 Budget: $394,745

- (8.7% decrease)

Notes:

- Records Clerk position vacant
- Purchased large-format scanner in FY 2023 ($19K)

ATLANTIC BEACH
Florida

CITY COMMISSION

FY 2024 Budget: $64,470

- (0.9% decrease)

Notes:

- Training budget decreased
- City Commission members, please advise whether you intend to attend FLC's Institute for Elected Municipal Officials Oct. 6-7

ATLANTIC BEACH
Florida

CITY MANAGER

Joe Gerrity, Interim City Manager

FY 2024 Budget: $648,149

- (24.8% increase)

Notes:

- City Manager position salary increase plus housing allowance
- Personal leave payout for retiring employee
- Additional health insurance allocation

ATLANTIC BEACH
Florida

CULTURAL ARTS & RECREATION

Latrenia Thomas, Director

FY 2024 Budget: $537,137

- (33.8% decrease)

Notes:

- Personnel cost savings due to Boys and Girls Club partnership
- Arts, Recreation and Culture Committee grants for organizations and schools: $75,000
- $41,300 in special events funding

ATLANTIC BEACH
Florida

GENERAL GOVERNMENT

Note:

- This is a subaccount with expenses distributed among various departments. Please disregard.

ATLANTIC BEACH
Florida

INFORMATON TECHNOLOGY

Ron Bautista, Director

FY 2024 Budget: $648,149

- (10.9% increase)

Note:

- Transitioning to Microsoft Office 365, a cloud-based IT infrastructure solution that saves money, enhances productivity and collaboration, and increases security.

ATLANTIC BEACH
Florida

PLANNING & CODE ENFORCEMENT

Amanda Askew, Director

FY 2024 Budget: $718,295

- (20.7% increase)

Notes:

- Resiliency grant: $151,950 reimbursable
- $29,190 allocated for environmental stewardship initiatives

ATLANTIC BEACH
Florida

POLICE

Vic Gualillo, Chief

FY 2024 Budget: $8,232,741

- (0.6% decrease)

Notes:

- $560K from COJ toward lifeguard station project
- Repurpose police office position for information technology responsibilities
- Two new patrol vehicles

ATLANTIC BEACH
Florida

PUBLIC WORKS

Scott Williams, Director

FY 2024 Budget: $3,962,660

- (6.8% increase)

Notes:

- $194K grant to replace **bay doors** (reimbursable)
- $50K for **electronic traffic message board**
- **Vehicles** (fleet inspection reports on next slide)
  - $46K for new tractor (Public Utilities to pay 25%)
  - $45K for a pickup truck

ATLANTIC BEACH
Florida

FLEET INSPECTION REPORTS

FLEET INSPECTION REPORT

DEPARTMENT: 5999 VEHICLE #: P37 VIN: 1FDXF46S43EB49057
TYPE OF VEHICLE: PICK-UP / UTIILITY BODY YEAR: 2003
MILEAGE: 109510
MAKE/MODEL: FORD / F450SD HOURS:

COMPONENT	REMARKS AND/OR CONDITION	ESTIMATED COST TO REPAIR
ENGINE	RUNS / VERY HIGH MILES	
TRANSMISSION	SHIFTS / VERY HIGH MILES	
SUSPENSION STEERING	OK / HAS LIGHT RUST ON FRAME AND SUSPENISON	
BRAKES	OK / FAIR / HIGH MILES	
BODY	ROUGH	
ELECTRICAL HYDRAULICS		
OTHER REQUIRED REPAIRS / COMMENTS		

INSPECTED BY: Gene Mchale RECOMMEND PURCHASE: NO YES
DATE: 7/31/2023 RECOMMEND REPLACE: NO YES X
SUPERVISOR'S SIGNATURE: Mike Doyle

FLEET INSPECTION REPORT

DEPARTMENT: 5508 VEHICLE #: K-04 VIN: 3026422677
TYPE OF VEHICLE: TRACTOR YEAR: 2004
MILEAGE:
MAKE/MODEL: KUBOTA / L3430 HOURS: 2639

COMPONENT	REMARKS AND/OR CONDITION	ESTIMATED COST TO REPAIR
ENGINE	FAIR / OK / HIGH HOURS	
TRANSMISSION	OK	
SUSPENSION STEERING	ROUGH / RUST / WORN	
BRAKES	OK	
BODY	ROUGH / HEAVY RUST	
ELECTRICAL HYDRAULICS	ROUGH / RUST & CORRISION	
OTHER REQUIRED REPAIRS / COMMENTS		

INSPECTED BY: Gene Mchale RECOMMEND PURCHASE: NO YES
DATE: 7/31/2023 RECOMMEND REPLACE: NO YES X
SUPERVISOR'S SIGNATURE: Mike Doyle

Attachment A to
8-7-23 Minutes

Potential Projects

Project	Total
Lifeguard station ($560K COJ grant)	$910,000
Connectivity Plan multi-use path - Seminole to East Coast	550,000
Milling and paving (resurfacing)	350,000
Dutton Island: Fishing pier rehab	200,000
Tide Views Preserve: New decking and handrails at Sunset Pier	200,000
Sidewalks throughout City	125,000
Pickleball court expansion/tennis court conversion	90,000
Right-of-way parking with turf block	50,000
Landscaping (Atlantic Blvd @ Mayport Road; Police Department; Atlantic Blvd median)	44,000
Planning for Gail Baker expansion ($500K COJ grant)	25,000

Attachment A to
8-7-23 Minutes

Potential Projects

Project	Total
Dutton Island: Install trail/surface edging	$20,000
Dutton Island: Stabilizing trail surface in wet areas	15,000
Beach accesses: Replace two showers (locations TBA)	10,000
Replace A/C units (locations TBD)	15,000
Bicycle racks (locations TBD)	10,000
Water stations (locations TBD)	7,000
Bicycle repair stations at Russell, Donner parks	7,000
Dog Park: Fountain replacement	5,200
Seminole Road gateway improvement project planning/startup	10,000
Baseball field(s) upgrade	5,000

MINUTES
Regular City Commission Meeting
Monday, August 14, 2023 - 6:30 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:31 PM. City Clerk Bartle called the roll.

ATTENDANCE:

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

Also Present:
Joe Gerrity, Interim City Manager (CM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Kevin Hogencamp, Deputy City Manager (DCM)
Amanda Askew, Planning & Community Development Director (PCDD)
Steve Swann, City Engineer (CE)
Scott Williams, Public Works Director (PWD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on July 24, 2023.

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

2. COURTESY OF FLOOR TO VISITORS

2.A. Lifeguard Presentations - Recognition for winning 2nd place at Regional Competition as well as male and female rookie lifeguard of the year awards.

John Phillips, Captain of the AB Lifeguards spoke about the recent competitions the lifeguards participated in. A photo was taken of members of the team that attended the meeting. Mr. Phillips recognized Robert Kovas, the artist that created the awards received by the lifeguards. Mr. Phillips also recognized the award recipients Devyn Leopold and Nina Iveson.

DRAFT

PUBLIC COMMENT

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

Ken Caudle discussed his opinions on the future City projects.

Rick Carper spoke about storm water storage and provided the Commission a copy of a previous budget summary (which is attached hereto and made a part of this Official Record as **Attachment A**).

Gregory Powell expressed opinions on agenda items 8.A. and 3.B.

Nancy Staats provided the Commission with a copy of her comments in writing (which is attached hereto and made a part of this Official Record as **Attachment B**).

Stephen Fouraker spoke about the CM process, Donner Road and the Charter Review Committee (CRC).

Carolyn Zisser agreed with Nancy Staats' comments, spoke about the CRC and the CM process.

Brinkley Harrell discussed the CM process and the budget.

8-14-23 Attachment A
8-14-23 Attachment B

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Aug. - Oct. 2023)

Commissioner Ring asked for clarity about items on the Calendar. CM Gerrity explained that "MT" meant meeting.

MOTION: Approve the 90-Day Calendar.

Motion: ***Michael Waters***
Second: ***Bruce Bole***

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

Motion passed 5 to 0.

DRAFT

3.D. Additional Updates

- Noted that the Police Department participated in National Night Out on August 1, 2023.
- The July parking revenue with 15th and 19th street was $4,557
- Donner Road is expected to be repaved on the 24th or the 25th of August 2023 if weather permits.
- Encouraged the Commission to inform staff of whether or not they will attend the Florida League of Cities school in early October.

3.B. Stormwater Master Plan Review

CE Swann provided a brief background on the item. Brian Icerman from JonesEdmunds discussed this item as detailed in a presentation (which is attached hereto and made a part of this Official Record as **Attachment C**) and answered questions from the Commission.

PCDD Askew explained that staff has not made any changes to this section of Chapter 24; however, staff is willing to look at different scenarios and that the goal is to protect homeowners, streets and surrounding communities from an increase in flooding.

Mayor Ford requested that someone from JonesEdmunds be present at the next Chapter 24 review.

8-14-23 Attachment C

3.C. Discussion regarding City Manager position

Mayor Ford reported on this item. He expressed that he would like to consider Bill Killingsworth as a candidate.

Commissioner Bole expressed support of Mr. Killingsworth as a CM candidate.

Commissioner Waters spoke highly of Mr. New and mentioned that he spoke with Mr. Killingsworth and that he supports him as a CM candidate.

Commissioner Ring spoke highly of Mr. New and mentioned that she spoke with Mr. Killingsworth and supports offering him a position.

Commissioner Kelly spoke in support of Mr. Killingsworth. She mentioned that she wanted to make sure Cindy Anderson's contract concerns were addressed. Commissioner Ring also mentioned Cindy Anderson's contract concerns. CA Gabriel explained that the provision regarding the CM performance review had been taken out of the contract. CA Gabriel also explained that the separation of employment provision listed in the appendix was revised to state including but not limited to age discrimination.

DRAFT

Commissioner Ring inquired about voting to offer the job. Mayor Ford explained that the vote will occur once there is an approved contract from the candidate. He asked the Commission for their input on the housing allowance.

Commissioner Kelly suggested that it would be inappropriate to withdraw the housing allowance number that has already been offered.

Commissioner Waters expressed his understanding of the housing allowance is that it would be separate from the salary.

Commissioner Bole explained that his understanding of the housing allowance would be combined into the salary, due to how the Charter stands, and in the future, if CRC decided to come up with something different, the contract could be renegotiated.

There was a ***CONSENSUS*** for the Mayor, CM, CA and Director of Human Resources to proceed with negotiating a contract with Mr. Killingsworth.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Kelly

- Requested that Commissioner Bole and the Finance Director investigate the request from the retirees for the COLA.
- Expressed that she would like to see a CM Hiring procedure/process developed and attached to Section 2-19 of the Code.
- Mentioned that there will be a parent meeting with the Boys and Girls' Club staff.

Commissioner Bole

- Expressed his agreement with Commissioner Kelly's suggestion about the CM process. He mentioned that he would bring forward a resolution.
- Expressed excitement about Mr. Killingsworth being the CM of AB.

Commissioner Ring

- Expressed excitement about working with Mr. Killingsworth.
- Encouraged everyone to watch out for the school zones.
- Thanked Captain Phillips and the lifeguards for their work.
- Announced that the Beaches Activist Movement is hosting a back to school bash on August 19, 2023 from 11 a.m. to 2 p.m.

Mayor Ford

- Spoke about his experience at the FLC Conference.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

None.

DRAFT

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 23-26 ***(For Reconsideration with amendments)***

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND HOOSE HOMES AND INVESTMENTS, LLC, FOR THE PURCHASE OF 2.16+- ACRES OF REAL PROPERTY IN ATLANTIC BEACH ON DORA DRIVE (PARCEL ID 172118 0000, 172119 0000, 172122 0000) FOR THE PRICE OF $1,075,000; DESIGNATING AMERICAN RESCUE PLAN ACT FUNDS TO BE USED FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS, COMPLETE DUE DILIGENCE EFFORTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

8-14-23 Attachment D

MOTION: Approve Resolution (No.) 23-26 reconsidered with amendments.

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

MOTION: Approve Resolution (No.) 23-26 as amended.

Motion: Bruce Bole
Second: Candace Kelly

CA Gabriel explained the amendment as detailed in a handout (which is attached hereto and made a part of this Official Record as **Attachment D**).

Commissioner Bole expressed that this saves the City money in the long run and that his discussions with the CE have clarified that this is the right way to go long term.

Commissioner Ring expressed concerns about the 45-day period.

DRAFT

CE Swann clarified that the City will do the best with the 45 days and if staff and the Commission are not comfortable, the City will walk away from the deal.

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 23-28

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2223-07 MAYPORT RD WATER MAIN EXTENSION; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

CE Swann explained the resolution and answered questions from the Commission.

MOTION: Adopt (Approve) Resolution No. 23-28.

Motion: Michael Waters
Second: Bruce Bole

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

Motion passed 5 to 0.

8.C. RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID NUMBER 2223-03 PUBLIC WORKS BUILDING RENOVATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

DRAFT

CM Gerrity and PWD Williams explained the resolution.

MOTION: Approve Resolution (No.) 23-29.

Motion: Bruce Bole
Second: Jessica Ring

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

Motion passed 5 to 0.

8.D. RESOLUTION NO. 23-30 ***(Resolution Withdrawn: Candidate Withdrew)***
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPOINTING MIKE NEW THE CITY MANAGER AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT DESIGNATING HIM AS SUCH EFFECTIVE SEPTEMBER ____, 2023; AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY, INCLUDING BUT NOT LIMITED TO AN EMPLOYMENT AGREEMENT, TO EFFECTUATE THE EMPLOYMENT OF MIKE NEW TO SERVE AS CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

9. ACTION ON ORDINANCES
None.

10. MISCELLANEOUS BUSINESS
None.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS
None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Indicated three great things that happened at tonight's meeting: PW building, Dora Drive, and the new CM.

Commissioner Waters

- Expressed confidence in the Commission's standing at this time and that they have worked hard to get to this place.

Mayor Ford

- Concurred with Commissioner Waters' comments.

13. ADJOURNMENT
The meeting adjourned at 8:23 p.m.

DRAFT

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to 8-14-23 Minutes 8/14/23 - Handout - Rick Carper

Public Works

Combined Summary of Revenues and Expenses

	Actual 2017-2018	Actual 2018-2019	Budget 2019-2020	Budget 2020-2021	Increase (Decrease)
Revenues:					
General Fund Resources	1,521,286	1,802,983	2,044,980	1,999,086	(45,894)
Local Option Gas Taxes	474,419	505,136	499,642	462,918	(36,724)
Sanitation Utility	1,942,122	3,068,601	1,924,624	1,923,702	(922)
Storm Water Utility	1,168,665	1,123,439	2,992,326	2,681,469	(310,857)
Total Revenues	**5,106,491**	**6,500,159**	**7,461,572**	**7,067,175**	**(394,397)**
Expenses:					
Public Works Admin.	365,570	427,275	543,026	575,163	32,137
Street and Road Maint.	894,584	1,111,720	1,202,864	1,116,833	(86,031)
Local Option Gas Tax	513,684	448,010	704,623	737,843	33,220
Sanitation Utility	2,387,642	1,708,523	1,931,668	2,089,254	157,586
Storm Water Utility	1,334,588	1,450,776	4,313,018	3,958,333	(317,846)
Fleet Maintenance	261,132	263,988	299,090	307,090	8,000
Park Maintenance	726,230	897,146	927,723	869,797	(57,926)
Landscape Improvements	27,908	55,236	51,307	85,158	33,851
Total Expenses	**6,511,340**	**6,362,674**	**9,973,319**	**9,739,471**	**(197,009)**
Resource Allocation:					
Personnel Services	1,385,984	1,671,237	1,843,045	1,598,004	(245,041)
Operating Expenses	3,225,749	3,767,146	3,480,793	4,144,723	663,930
Capital Outlay	951,508	531,340	3,080,549	2,495,500	(585,049)
Debt Service	198,206	157,950	187,522	223,817	36,295
Transfers	750,310	235,000	1,381,410	1,277,427	(103,983)
Total Resource Allocation:	**6,511,758**	**6,362,674**	**9,973,319**	**9,739,471**	**(233,848)**

Summary of Authorized Positions

	2019-2020	2020-2021
Public Works Administration		
Public Works Director	1.00	1.00
Engineer	0.50	0.50
Public Works Inspector	1.00	1.00
Contract, Permits & Admin Coordinator	1.00	1.00
Administrative Assistant	1.00	1.00
Dispatcher	1.00	1.00
Clerk - (Part Time)	1.00	1.00
Street and Road Maintenance		
Crew Chief	0.50	0.50
Building / Sign Maintenance Worker	1.00	1.00
General Maintenance Worker	5.25	5.25
Landscape Improvements		
Landscape and Park Maintenance Worker	1.00	1.00
Park Maintenance and Improvements		
Park Maintenance Division Chief	1.00	1.00
Park Ranger	6.00	6.00
Storm Water Maintenance		
Crew Chief	0.50	0.50
Heavy Equipment Operator	1.90	1.90
General Maintenance Worker	2.75	2.75
Sanitation		
Heavy Equipment Operator	0.40	0.40
Total Public Works	**26.80**	**26.80**

Attachemnt B to
8-14-23 Minutes

8-14-23 - Handout - Nancy Staats

1~There have been previous comments about the **process** (or lack thereof) in the selection of AB's next CM. It now appears to have been incredibly flawed. Here we are with just 2 weeks left of our ICM's tenure, our candidate of choice has withdrawn and we are starting to "renegotiate" with our second choice. This seems highly unusual-- we were offering a great salary, benefits, etc...any ideas why we couldn't close the deal? Was he using us to get a better salary at his current position? Were there "back-channel" negotiations taking place that the rest of the CC was not aware of? What role did our ICM and Mayor have in pre-negotiations (negotiating with a candidate prior to a formal offer?)

2~Why did you consider one applicant, Bill Killingsworth, and are apparently still considering him **without CM experience** but deny another applicant an interview based on **not having CM experience** (Drysdale)? This seems hypocritical and an example of poor process, but at this point time to move on. If Killingsworth is chosen, please allow the DCM to help with the transition, since the overlap will be short or non-existent.

3~How exactly did we come to the decision to raise the salary for this position? And wasn't the housing allowance supposed to come from the original total amount? We are already at the very high end of the range. We were getting applicants for the position BEFORE the suggestion to raise salary was made. As has been stated, we **need to establish a process** for the hiring of all our important AB City positions, including CM, CA, and CRC members.

4~How did we get so far into the process without proper CA and HR input to put forth an accurate, legally compliant contract? This is one of the most basic and important jobs of these individuals. I heard the applicant wanted his accrued vacation time carried over to his new position? This is not the norm in my experience. Communication here seems to have broken down. It might be prudent to "regroup" and reconsider the entire process; **if so, given the ICM's timeline, please consider having our deputy CM take on the role for the time being to avoid potential chaos.**

5~Though I've not personally had this experience, it has been alleged by 2 separate sources on 2 separate occasions that Mayor Ford used language intimidating citizens who are seeking information regarding the process and timeline of our city's management. If this is true, it would be very inappropriate and extremely concerning. As elected officials, each of you first and foremost work for the citizens of this town.

6~There was concern raised, rightfully so, about Mr Killingworth's expected longevity with this position. Given his learning curve and the substantial investment we are making, please consider an 18-24 month contract with penalties for early resignation so that we are not doing this again in 9 months.

7~Any update on the climate expert/engineer's assessment of the impact of removing the trees and placing a large retention pond? Obviously there's a lot going on, but the clock is ticking on this.
THANK YOU FOR ALL YOUR HARD WORK! I'm sure you at least as frustrated and disappointed as the rest of us....


Atlantic Beach 2018
Stormwater Master
Plan Update Recap
August 14, 2023

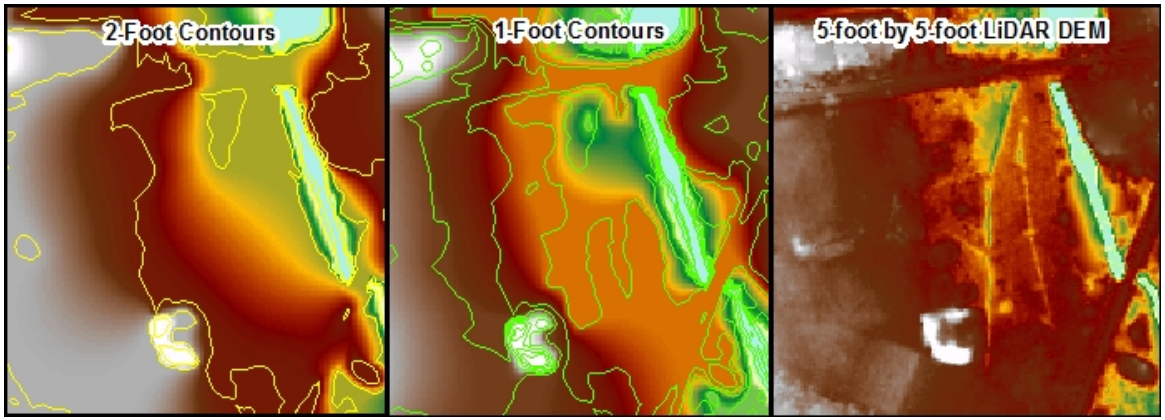
Primary Focus

JonesEdmunds

Update Stormwater Model

Conceptual Stormwater Improvements

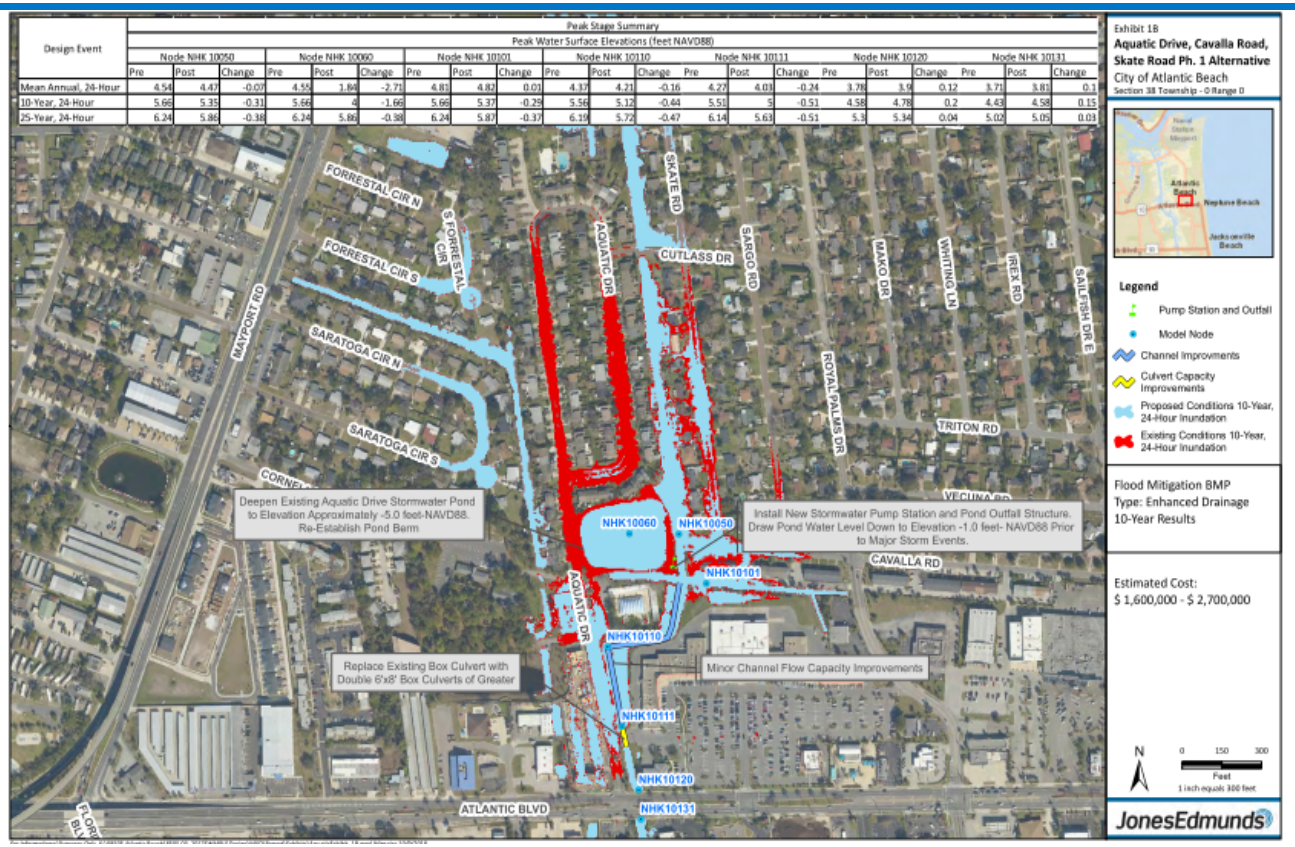
10-year Capital Improvement Plan



Aquatic Gardens

JonesEdmunds

Design Event	Peak Stage Summary Peak Water Surface Elevations (feet NAVD88)																					
	Node NHK 10050			Node NHK 10060			Node NHK 10101			Node NHK 10110			Node NHK 10111			Node NHK 10120			Node NHK 10131		
	Pre	Post	Change	Pre	Post	Change	Pre	Post	Change	Pre	Post	Change	Pre	Post	Change	Pre	Post	Change	Pre	Post	Change
Mean Annual, 24-Hour	4.54	4.47	-0.07	4.55	1.84	-2.71	4.83	4.82	0.01	4.37	4.21	-0.16	4.27	4.03	-0.24	3.78	3.9	0.12	3.71	3.81	0.1
10-Year, 24-Hour	5.66	5.35	-0.31	5.66	4	-1.66	5.66	5.37	-0.29	5.56	5.12	-0.44	5.51	5	-0.51	4.58	4.78	0.2	4.43	4.58	0.15
25-Year, 24-Hour	6.24	5.86	-0.38	6.24	5.86	-0.38	6.24	5.87	-0.37	6.19	5.72	-0.47	6.14	5.63	-0.51	5.3	5.34	0.04	5.02	5.05	0.03

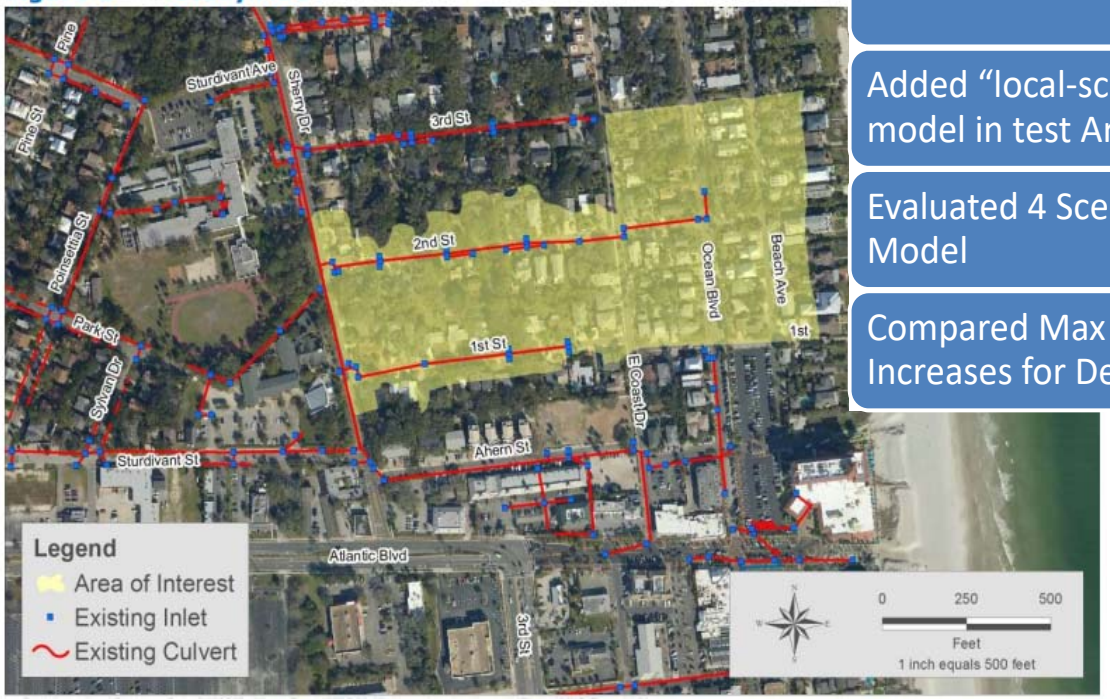


3

Impervious Impact Analysis

JonesEdmunds

Figure 1 Study AOI



- Selected Test Area
- Added "local-scale" detail to the model in test Area
- Evaluated 4 Scenarios Using Updated Model
- Compared Max Flood Depth Increases for Design Storm Events

4

Impervious Impact Analysis

JonesEdmunds

- Scenario 1 - 40 percent allowable impervious maintained on-site storage.
- Scenario 2 - 50 percent allowable impervious maintained on-site storage.
- Scenario 3 - 40 percent allowable impervious unmaintained on-site storage.
- Scenario 4 - 50 percent allowable impervious unmaintained on-site storage.

Figure 2 Basin Impervious Area Increases for 40 Percent Impervious Maintained Scenario

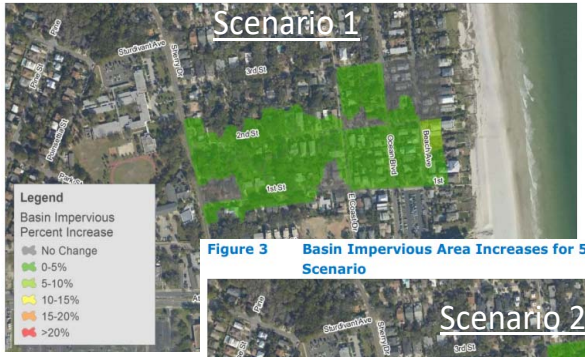


Figure 3 Basin Impervious Area Increases for 50 Percent Impervious Maintained Scenario



Figure 4 Basin Impervious Area Increases for 40 Percent Impervious Unmaintained Scenario

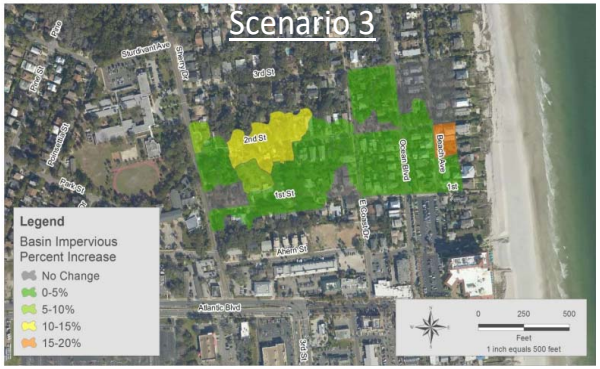
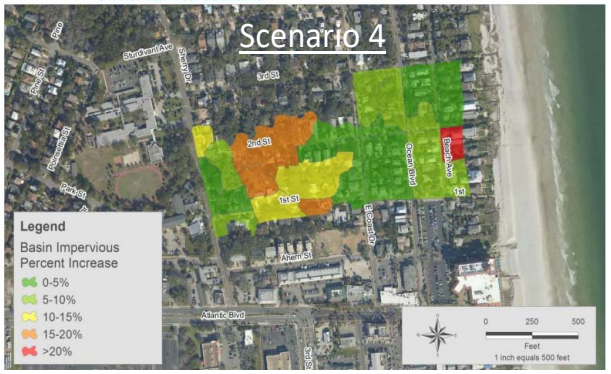


Figure 5 Basin Impervious Area Increases for 50 Percent Impervious Unmaintained Scenario



Impervious Impact Analysis

JonesEdmunds

Key Takeaways:

- More impervious area = More Runoff = More Frequent/Intense Flooding
- Impacts Ranged from 2-6 inches
- On-site Storage Systems Need to Be Maintained

On-Site Storage Review

JonesEdmunds

- Methodology was developed by CDM.
- Reviewed the spreadsheet assumptions.
- Developed a similar but independent approach.
- Compared results.

On-Site Storage Review

JonesEdmunds

Key Takeaways:

- Across sample parcels, the independent method required ~10% more storage volume on average.
- The City's method produced reasonable results.
- City codes and storage calculations have changed slightly since 2018.

Attachment C to
8-14-23 Minutes



Attachment D to
8-14-23 Minutes

PURCHASE AND SALE AGREEMENT

Dora Drive

[Parcel ID 172118 0000, 172119 0000, 172122 0000]

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") by and between **HOOSE HOMES AND INVESTMENTS, LLC.,** a Florida limited liability company **whose address is 7563 Philips Highway Suite 111** ("**Seller**") and **the CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation whose address is 800 Seminole Road, Atlantic Beach, FL 32233** (or its assigns) ("**Buyer**"), is made effective as of the date on which the last of Seller or Buyer executes this Agreement (the "**Effective Date**").

RECITALS:

A. Seller owns approximately 2.16+/- acres of real property in Atlantic Beach, Duval County, Florida (the "**County**") described on **Exhibit "A"** attached and made a part of this Agreement (the "**Property**").

B. Seller desires to sell to Buyer and Buyer desires to buy from Seller the Property.

C. Seller and Buyer desire to enter into this Agreement to provide for the terms ofthe purchase and sale of the Property

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PURCHASE AND SALE.

Upon and subject to the terms and provisions of this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller. As used herein, the term "Property" shall mean the land described in **Exhibit "A"**, together with all structures located thereon, as well as Seller's right, title and interests in and to all rights appurtenant to such land including but not limited to all subsurface rights, any reversionary interests in roads or streets adjoining such land, and any easements, express or implied, benefiting such land.

2. PURCHASE PRICE.

The purchase price (the "**Purchase Price**") for the Property will be $1,075,000.00. The Survey shall show the exact number of gross acres constituting the land.

3. DEPOSIT.

(a) Within three (3) business days after the Effective Date, Buyer shall deliver to **McKillop Law Firm, PL** ("**Escrow Agent**"), the sum of $10,000.00 (the "**Escrow Deposit**") by confirmed bank wire. In the event that Buyer fails to deposit the Escrow Deposit with Escrow Agent within the foregoing time period, Seller may terminate this Agreement.

(b) Escrow Agent shall hold the Escrow Deposit, in accordance with the terms of the Escrow

Agreement attached and made a part of this Agreement as **Exhibit "B"** (the "**Escrow Agreement**"). Buyer shall deliver the Escrow Deposit in the form of a confirmed wire transfer. The Escrow Deposit shall be credited against the Purchase Price at Closing. If the transaction does not close, the Escrow Deposit, or the applicable portion thereof, will be disbursed as provided elsewhere in this Agreement.

4. INFORMATION, ACCESS AND FEASIBILITY PERIOD.

(a) Within five (5) business days of the Effective Date, Seller will provide either an electronic form to Buyer true, correct, and complete copies of all the materials in possession of the Seller set forth in **Exhibit "D"** attached hereto, to the extent such items are in Seller's possession or control and Seller have not already provided to Buyer. In addition, prior to Closing, Seller shall promptly provide the Buyer with such additional information concerning expenses for the Property as Buyer may reasonably request, to the extent the same is in Seller's possession or control. In the event Seller fail to provide the materials set forth in **Exhibit "D"**, Buyer may not terminate this Agreement and request return of the Escrow Deposit. Failure of Seller to provide the materials set forth in **Exhibit D** shall not constitute a Default under this Agreement.

(b) Buyer shall have until 5:00 P.M. eastern time on the date that is forty-five (45) days from and after the Effective Date within which to inspect the Property and evaluate the feasibility of Buyer's consummation of the transaction contemplated in this Agreement (the "**Feasibility Period**").

During the Feasibility Period. Buyer may inspect any and all aspects of the Property or portions of the Property. At all times prior to Closing, upon reasonable of notice to Seller, Buyer, its agents, employees, designees, attorneys, engineers, environmental consultants, and other consultants (the "Consultants") shall have the right to reasonably physically inspect the Property, make surveys of the Property and conduct a phase 1 environmental assessment of the Property; provided, however, that Buyer shall be responsible for costs incurred by Buyer or any fees charged by Consultants. Buyer shall promptly restore any damage to the Property caused by Buyer's inspections.

Notwithstanding anything herein to the contrary, Buyer shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller. Buyer, at its expense, shall repair and restore any borings or holes created or any other damage to the Property). Buyer shall, in a timely manner, pay in full the cost of all inspections, investigations and inquiries of any kind, so that no person or entity shall have the right to file any lien against the Property. In the event any lien is filed, Buyer shall immediately satisfy or bond that lien off the Property. Buyer's obligations under this Section shall survive Closing and/or the termination of this Agreement, notwithstanding any term or provisions hereof to the contrary.

If applicable, Seller will make employees of its property manager available during the Feasibility Period, whether such property management group members are direct

employees of Seller or employed by a third-party property manager. Buyer agrees to coordinate all such property manager contact with Seller in advance. Seller reserves the right to have its representatives present at all such property manager interview(s).

Subject to all restrictions and limitations under Florida law including but limited to the restrictions set forth in Section 768.28, Florida Statutes, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions losses, costs, damages, expenses or liabilities, including, but not limited to, personal injury or property damage claims or construction or other liens, including reasonable attorneys' fees caused by or incurred in connection with Buyer's inspection of the Property; provided however, that the restoration, indemnity, defense, and hold harmless obligations in this Section 4 will not apply to (a) any loss, liability, cost, or expense to the extent arising from or related to the acts of Seller, or Seller's agents or consultants, (b) any diminution in value in other real property owned by Seller arising from or relating to matters discovered but not caused by Buyer during its investigation, (c) any latent defects in the Property discovered but not caused by Buyer, or (d) the release or spread of any hazardous substances that are discovered (but not placed) on or under the Property by Buyer.

Buyer, in its sole discretion, shall have until the expiration of the Feasibility Period to deliver to Seller, with a copy to Escrow Agent, written notice of Buyer's disapproval of the feasibility of this transaction, which disapproval may be for any reason or no reason at all ("**Termination Notice**"). If Buyer delivers a Termination Notice to Seller on or before the expiration of the Feasibility Period this Agreement shall be deemed terminated. In the event of such termination prior to the end of the Feasibility Period, the Escrow Deposit shall be immediately returned to Buyer by Escrow Agent and this Agreement will be of no further force and effect and the parties hereto will have no further rights or obligations under this Agreement, except as to any obligations which survive termination. TIME IS OF THE ESSENCE with respect to the giving of the Termination Notice and the expiration of the Feasibility Period.

In the event Buyer does not deliver a Termination Notice to Seller on or before the expiration of the Feasibility Period, then the Escrow Deposit shall become non-refundable. If Buyer elects to proceed with Closing, it shall deliver notice to Seller prior to the end of the Feasibility Period.

5. SURVEY.

Seller shall, at Seller's expense, obtain and deliver to Buyer either an existing survey of the Property that is updated and renewed to the satisfaction of the Title Company in order to remove any survey-related title encumbrances or a brand new survey of the Property (the "**Survey**") within thirty (30) days of the Effective Date. The Survey shall be certified by the surveyor to Seller, Buyer, Escrow Agent, and the Title Company (as defined below), shall meet the minimum technical standards of the State of Florida, shall set forth the gross acres to the nearest $1/100^{th}$ of an acre, shall show all easements and restrictions benefitting and burdening the Property, and shall establish a metes and bounds description of the Property. Provided the description of the Property as established by the Survey is consistent with the depiction set forth in Exhibit A attached hereto, such description shall supersede the Exhibit A depiction and the Title Commitment (as hereinafter

defined) shall be endorsed to reflect such new legal description. In the event the Survey reveals the encroachment of improvements from the Property onto adjacent property, or from adjacent property onto the Property, reveals any actual or potential boundary line disputes, or the presence of the right of third parties to use any part of the Property, or any other matter which is not acceptable to Buyer in its reasonable discretion, then the Buyer may notify the Seller of Buyer's objections to any such matters ("Survey Objections") within forty-five (45) days of the Effective Date. If Buyer does not deliver Survey Objections within such period, then any matters reflected on the Survey shall be deemed to be "Permitted Exceptions." Seller shall have a period of five (5) days after receipt of Buyer's notice of Survey Objections within which to notify Buyer whether Seller are willing to cure the Survey Objections. Thereafter, Survey Objections shall be resolved in the same manner as Title Objections under Sections 6(c), (d) and (e) below.

6. TITLE MATTERS.

(a) Upon Buyer's payment of the Purchase Price, Seller shall execute and deliver to Buyer its recordable and transferable special warranty deed ("**Deed**"), conveying to Buyer, good, record and marketable title to the Property, in fee simple, free and clear of all liens, encumbrances, leases or other occupancy agreements, rights and other matters whatsoever, except the following ("**Permitted Exceptions**"): utility and drainage easements of record which will not materially impair the value, use or operation of the Property for its current use; zoning and building laws of record; ad valorem real estate taxes and assessments for public improvements not then due and payable; defects and encumbrances caused by Buyer or consented to by Buyer; and any other matters set forth on the Title Commitment that are accepted or deemed accepted by Buyer.

(b) Within thirty (30) days after the Effective Date, Seller shall at Seller's expense, shall order and obtain a commitment for an owner's title insurance policy (the "**Title Commitment**") a title company (the "**Title Company**") providing for the issuance to Buyer upon the recording of the Deed (as hereinafter defined) of an ALTA owner's policy of title insurance in the amount of the Purchase Price insuring the Buyer's title to the Property (the "**Title Policy**"). The Title Commitment shall be accompanied by legible copies of all of the title exception documents referenced in the Title Commitment. The parties acknowledge that Buyer's attorney will serve as agent for the Title Company and that by acting in such capacity Buyer's attorney shall not be disqualified or otherwise precluded from representing Seller in connection with this Agreement.

(c) If the Buyer objects to any title exceptions in the Title Commitment, then Buyer shall give Seller written notice of the objections (the "**Title Objections**") no later than forty-five (45) days after the Effective Date. Any title matters reflected in the Title Commitment that are not objected to by Buyer in writing within such period shall become Permitted Exceptions.

(d) If Buyer provides timely notice of any Title Objections, Seller shall have the right, but not the obligation, to attempt to cure any Title Objections identified in Buyer's notice. Seller will advise Buyer within 5 days of receipt of the notice whether it intends to cure any Title Objections. If Seller does not specifically agree to cure any Title Objection identified in Buyer's notice, then Seller shall be deemed to have elected not to cure such Title Objection. If Seller elects to cure, it shall have 30 days to cure any matters it has elected to cure (the

"**Cure Period**"), except those objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions which are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at Closing. The Closing Date shall automatically be extended to accommodate the Cure Period for Title or Survey Objections. In all events, Seller shall be obligated to satisfy mortgage liens, tax liens, construction liens and judgment liens created by or through Seller. Seller shall ensure that all mortgages are paid and released at or prior to closing and shall cooperate with closing agent regarding same. The Closing Date shall be automatically extended to a date that is 10 days after all mortgages are released or Such mortgagees provide a written payoff statement in a form acceptable to title/closing agent.

(e) If Seller elects not to cure certain Title Objections or if Seller elects to cure certain Title Objections but is unable to do so during the Cure Period, Buyer shall have the right to terminate this Agreement by written notice delivered to Seller within 7 days of receipt of notice that Seller will not cure certain Title Objections. In the event of any such termination, all parties shall be relieved of any further obligations under this Agreement (except any that specifically survive the termination of this Agreement) and Buyer shall be entitled to a return of the Escrow Deposit from Escrow Agent. If Buyer fails to terminate this Agreement pursuant to this paragraph, Buyer shall be deemed to have waived any Title Objections Seller elected not to cure or did not cure and agrees to accept the condition of title to the Property subject to such Title Objections (all of which shall be Permitted Exceptions) and proceed to Closing without diminution in the Purchase Price.

7. FINANCING

Closing is not contingent upon Buyer obtaining financing.

8. CONDITIONS TO CLOSE.

The items listed below are conditions precedent to Seller and Buyer's obligation as to the Closing of the Property. Buyer may waive such conditions applicable to Seller as Buyer chooses and proceed to Closing, without alteration in the Purchase Price. If Buyer does not elect to waive such conditions, Buyer shall be entitled to terminate this Agreement by written notice delivered to Seller on or before the Closing Date.

Seller may waive such conditions applicable to Buyer as Seller chooses and proceed to Closing, without alteration in the Purchase Price. If Seller does not elect to waive such conditions, Seller shall be entitled to terminate this Agreement by written notice delivered to Buyer on or before the Closing Date, whereupon Seller shall be entitled to receive the Escrow Deposit, as applicable, then held by Escrow Agent.

The following are conditions precedent to Buyer's obligation as to the Closing of the Property:

(a) At Closing, the Property is free from any outstanding liabilities, including but not limited to unpaid taxes (however, this does not include the current years taxes which are not yet due and which shall be apportioned on the closing statement).

(b) The Property is not subject to any actual or pending litigation.

(c) Seller has cured all Survey objections made by Buyer (if any)

(d) Seller has cured all Title Objections made by Buyer (if any).

The following are conditions precedent to Seller's obligation as to the Closing of the Property:

(a) Buyer is not in default under any terms of this Agreement.

(b) Buyer can deliver the Purchase Price to Seller.

As used herein, the term "*Force Majeure*" means acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, pandemics, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting any required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform. Unavailability of funds shall not be considered Force Majeure.

BUYER AGREES AND ACKNOWLEDGES THAT THE SELLER HAS NEITHER MADE NOR HAS BUYER RECEIVED ANY PROMISES OR REPRESENTATIONS THAT ANY IMPROVEMENTS, UTILITIES, OR FACILITIES WILL BE BUILT BY SELLER DURING THE TERM OF THIS AGREEMENT. THE SELLER HAS NOT MADE ANY EXPRESS WARRANTIES AS TO THE PROPERTY AND WAIVES ANY IMPLIED WARRANTIES AS TO THE PROPERTY.

9. CLOSING.

(a) The closing of the sale and purchase of the Property (the "**Closing**") shall not later than fifteen (15) days after the expiration of the Feasibility Period. The Closing may take place by mail with delivery of the Closing documents in escrow to Escrow Agent, or at such other place as may be agreed upon by the parties. TIME IS OF THE ESSENCE withrespect to Closing and the Closing Date.

(b) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "**Deed**") conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions, which Special Warranty Deed shall be in form and content attached hereto as **Exhibit "C**."

(c) At Closing, Seller shall deliver duly executed originals of the closing statement, Bill of Sale and General Assignment in the form of **Exhibit "E"** and such other documents to be executed as may be reasonably required by Buyer or the Title Company.

(d) At Closing, Buyer shall deliver to Seller the Purchase Price, the closing statement, and such other documents to be executed as may be reasonably required by Seller or the Title Company.

(e) At the Closing, Seller shall deliver all keys and lock combinations in Seller's possession or control for all locks on the Property.

(f) At the Closing, Seller shall deliver such evidence, common documents or affidavits as may be reasonably required by the Title Company or Buyer relating to:

(i) Mechanic's or materialmen's liens (if any);
(ii) Parties in possession;
(iii) The status and capacity of Seller and the authority of the individuals who are executing the various documents on behalf of Seller in connection with sale of the Property, and
(iv) Such information as may be reasonably required by the Title Company or to ensure the "gap" between Closing and the recordation of the Deed contained in the Property to Buyer.
(v) That Seller has not caused any improvements, alterations or repairs to the Property for which the costs thereof remain unpaid.
(vi) That Seller is in open and exclusive possession of the Property and that there are no lease agreements other than what has been disclosed.
(vii) That there has been no change in title to the Property and that there are no pending matters concerning or against Seller that could give rise to a lien that would attach to the property or otherwise change the statute of title to the Property.
(viii) Such other documents are consistent with the terms of the Agreement and reasonably required to close the transaction contemplated hereby

10. CLOSING COSTS, REIMBURSEMENT AND PRORATIONS.

(a) Seller shall pay for documentary stamps on the Deed, all recording fees, the cost of the Survey, Seller's attorneys' fees, title insurance commitment and title premium.

(b) Buyer shall pay for all costs associated with Buyer's due diligence, the Buyer's attorneys' fees and any costs incurred by the Buyer that is not specifically attributable to Seller in this Agreement.

(c) The following items shall be prorated by the parties as of the Closing Date:

(i) Real estate taxes taking into consideration any discounts for early payment. Such taxes shall be prorated based upon the estimated amount of taxes for the year of Closing (based upon the prior years' tax bills if the tax bills for Closing are not available and in such case, Seller and Buyer shall re-prorate the taxes when actual tax bills for the current year are available). Any additional real estate taxes arising out of a change in the use of the Property on or a change in ownership after Closing shall be assumed by Buyer and paid by Buyer when due and payable.

(ii) Special assessments or charges imposed against the Property by any applicable governmental authorities with jurisdiction over the Property (if any).

(iii) If as of the Closing Date the Property is encumbered or otherwise affected by any assessment (whether or not a lien) which is or may become payable in installments, then for the purposes of this Agreement, any assessment currently due as of Closing shall be paid by the Seller and all remaining assessments shall be assumed and payable by the Buyer as they become due and Buyer shall take title to the Property subject to the unpaid installments not yet due and payable.

(iv) The actual or estimated charges for utilities accrued and payable by Seller shall be prorated between Seller and Buyer, provided Buyer is required by law or elects to assume Seller's utility account. Deposits for utilities (the "Utility Deposits"), plus any interest on the Utility Deposits to which Seller is or will be entitled that are held by the provider of the utilities and which are freely transferable to Buyer, shall at the election of the Buyer be assigned by Seller to Buyer and Buyer shall pay Seller the full amount thereof at Closing. Seller shall retain the right to obtain a refund of any Utility Deposits which are not required to be assigned to Buyer, and Buyer will cooperate with Seller as reasonably requested in obtaining any refund. With respect to water, sewer, electric and gas charges, Seller shall make reasonable efforts to obtain a reading of the meter or other consumption measuring device as of the Closing Date. If the Seller is unable to obtain such a reading, Seller shall furnish a reading as of a date not more than thirty (30) days prior to the Closing Date and the unknown charges shall be apportioned on the basis of an estimate computed by utilizing such reading and the most recent bill from the utility provider.

(v) Prepaid charges, payments and accrued charges made by Seller under any Continuing Contracts shall be prorated at Closing in a manner reasonably acceptable to Seller and Buyer.

11. REPRESENTATIONS BY BUYER.

Buyer represents and warrants to Seller as follows:

(a) Buyer's execution, delivery, and/or performance of this Agreement is not prohibited by and shall not constitute a default under any other agreement, covenant, document or instrument to which Buyer is subject or bound.

(b) Buyer has full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all transactions (including the execution and delivery of all documents) required of Buyer for the performance of this Agreement; and the person signing below on behalf of Buyer is duly authorized to execute this Agreement and bind Buyer.

(c) Buyer's city commission and/or mayor have performed all conditions precedent necessary for Buyer to enter into this Agreement, as set forth in Resolution 23-26.

(d) This Agreement has been duly authorized by Buyer and, when fully executed and delivered, shall constitute a legal, valid, and binding obligation of Buyer.

(e) To Buyer's actual knowledge, there is no litigation, pending or threatened, which would have a material and adverse effect on Buyer's ability to perform its obligations under this Agreement.

(f) Buyer has engaged no brokers related to this Agreement.

Buyer's representations and warranties set forth above are true and correct on the Effective Date, shall be true and correct on the date of Closing Date, and shall survive following the Closing. The truth and accuracy of these representations and warranties in all material respects at the time of Closing shall be a condition to Seller's closing obligations under this Agreement.

12. REPRESENTATIONS BY SELLER.

Seller represents and warrants to Buyer as follows:

(a) Seller's execution, delivery, and/or performance of this Agreement is not prohibited by and shall not constitute a default under any other agreement, covenant, document or instrument to which Seller is subject or bound.

(b) Seller have full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all transactions (including the execution and delivery of all documents) required of Seller for the performance of this Agreement, including conveyance of the Property to Buyer; and the person signing below on behalf of Seller is duly authorized to execute this Agreement and bind Seller.

(c) This Agreement has been duly authorized by Seller and, when fully executed and delivered, shall constitute a legal, valid, and binding obligation of Seller.

(d) To Seller's actual knowledge, there is no litigation, pending or threatened, which would have a material and adverse effect on the Property or on Seller's ability to perform its obligations under this Agreement.

(e) Seller has received no unresolved written notice from any applicable governmental authorities claiming a breach or other violation of any applicable federal, state or local laws, statutes, ordinances, codes, regulations, rules, or restrictions (collectively, "**Applicable Laws**") related to the Property.

(f) Seller has entered into no license, lease or option agreements for the Property or any portion of the Property.

(g) Seller has engaged no brokers related to this Agreement.

13. ACKNOWLEDGEMENTS AND ADDITIONAL COVENANTS.

(a) **Utilities and Permits**. Buyer understands and agrees that water, sewer, electrical, telephone, and other utility services to the Property will be provided by the County or other utility providers who have the legal right to serve the Property. Buyer shall be solely responsible for payment of all connection, service and meter charges imposed by all such utility providers and shall be solely responsible for any increases in such charges that may occur from time to time. Further, Buyer shall be solely responsible for payment of all fees and charges associated with all building or other permits which may be required for construction of improvements upon the Property. This Section 13(a) shall survive Closing.

(b) **Approvals.** Buyer shall, at its own cost and expense, be responsible for obtaining all future approvals and permits from all applicable governmental authorities necessary for the Property after Closing. However, Buyer's receipt of such future approval and permits, shall not be deemed a condition of Closing. This Section shall survive Closing.

14. NO RESALE LIABILITY.

Buyer acknowledges and agrees that Seller is not a co-venturer or partner of Buyer in Buyer's construction upon or resale of the Property, and that Seller shall bear no liability whatsoever resulting from or arising out of Buyer's ownership, construction upon or resale of the Property.

15. LEASING AND OTHER ACTIVITIES PRIOR TO CLOSING

(a) Seller shall not enter into any lease transaction or any other form of conveyance with respect to the Property, unless previously approved by the Buyer in writing, which consent may be granted or denied in Buyer's sole discretion.

(b) Seller shall not, without Buyer's prior written approval, (i) make any material alterations or additions to the Property, except as may be required by law or as may reasonably be required for the prudent repair and maintenance of the Property, (ii) change or attempt to change (or consent to any change in) the zoning or other legal requirements applicable to the Property, (iii) cancel, amend or modify in any material respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property, or (iv) sell, convey or remove from the Property any personal property unless the same is obsolete and is replaced by similar, tangible personal property of equal or greater utility or value.

(c) At all times prior to Closing, Seller shall: (i) maintain the Property in good condition and repair; (ii) conduct business and operate and maintain the Property in substantially the same manner in which the Property was heretofore operated by Seller; (iii) maintain insurance in accordance with the insurance in place as of the Effective Date; (iv) not sell or further encumber the Property or any portion thereof or enter into any agreement relating thereto, and (v) promptly give Buyer a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Property of which Seller obtain actual knowledge; (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtain actual knowledge; (3) any written notice received by Seller claiming

that the Property or the use and operation thereof fails to comply with applicable legal requirements; and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller become aware during the term of this Agreement of any matters that render any of its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing.

16. DEFAULT.

If this transaction is not closed because of Buyer's default, of if Buyer is otherwise in breach of any obligation to be performed by Buyer prior to the Closing, **TIME BEING OF THE ESSENCE AS TO EACH OF BUYER'S AND SELLER'S OBLIGATIONS UNDER THIS AGREEMENT,** Seller shall, as its sole remedy, receive the Escrow Deposit as agreed upon liquidated damages, Seller's actual damages in such event are not readily ascertainable and the liquidated damages provided herein shall not be considered a penalty. It being hereby acknowledged by Buyer and Seller that if Buyer defaults, Seller will suffer damages incapable of exact ascertainment, and upon the exercise of such remedy, this Agreement shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement. If this transaction is not closed because of the default of Seller or if Seller are otherwise in breach of any obligation to be performed by Seller prior to the Closing, Buyer may, as its sole discretion, receive a refund of the Escrow Deposit or Buyer may seek specific performance to enforce the terms of this Agreement. In no event may Buyer or Seller recover any consequential or punitive damages under any circumstances. All other remedies of Buyer and Seller with regard to failure to close or breach of any other provision of this Agreement (except for a breach of the indemnities herein and the obligations in this Agreement that specifically survive Closing) are expressly waived. With respect to any default in the obligations of Seller or Buyer to be performed subsequent to the Closing, Seller and Buyer shall each have all remedies available at law or in equity. With respect to any default under this Agreement other than a failure to timely close on the Closing Date, the non-defaulting party shall provide the defaulting party with written notice of such default and a period of fifteen (15) days in which to cure such default, prior to taking any enforcement action with respect to such default. The applicable provisions contained herein shall survive the Closing and the delivery of the deed of conveyance.

17. MISCELLANEOUS.

(a) **Notice.** In the event that more than one person or entity are listed as Buyer, any notice given by Seller to any of such persons or entities shall constitute notice to all. Any notice or approval under this contract shall be sent, postage prepaid, by registered, certified mail, or overnight mail, or by hand delivery or by electronic mail to the applicable party at the following addresses:

If to Seller:	Steve Swann Email: sswann@coab.us
With cc to:	Jason Gabriel, Esq. Email: jgabriel@burr.com

If to Buyer: Zach Miller, Esq.
Email: Zwmillerlaw@gmail.com

If to Escrow Agent: **McKillop Law Firm, PL**
Email: ian@mckilloplawfirm.com

Notices shall be effective on receipt and may be given by parties or counsel to either party.

(b) **Assignment**. Buyer shall not assign its interests in this Agreement in whole or in part without the prior approval of Seller, which approval may be granted or withheld in Seller's sole and absolute discretion.

(c) **Attorneys' Fees and Venue**. In connection with any litigation arising out of, or to enforce or interpret, this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of proceeding in addition to any other relief granted. The venue for any proceeding of a dispute under this Agreement shall be in the Florida Circuit Court in and for Duval County, Florida or the Federal Courts in Jacksonville, Florida.

(d) **Entire Agreement.** This Agreement supersedes any and all understandings between the parties with respect to the subject matter of this Agreement. Any representations or inducements previously made which are not included and embodied in this Agreement in writing shall be of no force or effect. This Agreement may be modified or amended only in writing and signed by Buyer and Seller and any and all prior discussions, negotiations, or representations which are not specifically set forth in this Agreement or in addendum to this Agreement are null, void and of no force and effect.

(e) **Condemnation.** Upon obtaining knowledge of any proceedings for the condemnation of any portion of the Property (including negotiations in lieu of condemnation), Seller shall promptly notify Buyer of the pendency of such proceedings. If, after the Effective Date and prior to an applicable Closing, any portion of the Property shall become subject to a judicial condemnation (or sale in lieu of condemnation), Buyer may, by written notice to Seller given 5 days after notice, elect to cancel this Agreement prior to the Closing with respect to such Property, in which event both parties shall be released from any further liability hereunder with respect to such Property, however, this Agreement shall remain in full force and effect with respect to the Property that are not affected by the condemnation. If no such election is made, this Agreement shall remain in full force and effect with respect to all of the Property, and the purchase contemplated, less any interest taken by eminent domain or condemnation, shall be effected with no adjustment of the Purchase Price, and upon the applicable Closing, Seller shall assign or pay (to the extent previously received by Seller) over to Buyer, as applicable, all of the right and interest of Seller to any awards that have been or may be made for such taking.

(f) **Risk of Loss**. Unless and until the Closing is completed, the risk of loss to the Property from casualty or condemnation shall be borne by Seller. If all or a portion of the Property is damaged or destroyed by fire or other casualty prior to Closing such that: (1) Buyer's reasonable estimate of the cost to repair the same exceeds Ten Thousand and No/100 Dollars ($10,000.00); (2) parking that benefits the Property is lost; (3) access to or egress from the Property is materially impaired; or (4) Seller do not demonstrate to Buyer's reasonable satisfaction that the available insurance proceeds to be assigned to Buyer, together with the deductible amounts to be credited against the Purchase Price, are adequate to pay the cost to repair such damage or destruction (any such fire or other casualty, a "Material Casualty"), Buyer may, at Buyer's sole option, elect to either:

(i) terminate this Agreement and receive back the Escrow Deposit; or

(ii) purchase the Property subject to and in accordance with the terms of this Agreement.

In the event of a fire or other casualty that is not a Material Casualty, and in connection with any Material Casualty as to which Buyer elects to proceed pursuant to Section 17(f)(ii), (A) Buyer shall purchase the Property in accordance with the terms hereof without reduction in the Purchase Price (except for any applicable deductible that will reduce the insurance proceeds assigned to Buyer at Closing) and (B) Seller shall assign to Buyer at Closing all insurance proceeds paid or payable on account of such damage, including any rental or business interruption insurance (and the amount of any deductible shall be credited against the Purchase Price). Buyer shall be deemed to have elected to proceed under Section 17(f)(ii) unless, within fifteen (15) Business Days from reasonably detailed written notice to Buyer of such casualty, Buyer provides Seller with written notice that Buyer elects to terminate pursuant to Section 17(f)(i). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Buyer of the casualty. If any insurance proceeds paid or payable on account of a fire or other casualty are to be assigned to Buyer in accordance with the provisions of this Agreement, Seller shall cooperate as reasonably requested by Buyer to effectuate such assignment (including, if necessary, prosecuting claims in Buyer's name or for Buyer's benefit), and Seller's obligation to so cooperate shall survive the Closing.

(g) **Interpretation.** The captions in this Agreement are for information and convenience only and shall in no way define, limit or construe the contents of any provision of this Agreement. This Agreement shall be governed by the laws of the State of Florida. Unless otherwise specified, the term "**days**" shall refer to calendar days and not business or working days. If any provision of this Agreement, or the application of such provision to any person or circumstance is held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid, shall not be affected. Any time period provided for in this Agreement that ends on a Saturday, Sunday or other day when the Duval County, Florida courthouse is closed to the public (each, an "**Excluded Day**"), shall be extended to 3:00 p.m. of the next day that is not an Excluded Day.

(h) **Counterparts.** This Agreement may be executed in one or more original counterparts, all

of which when properly executed by the parties, shall constitute an original Agreement. Executed counterparts of this Agreement that are transmitted by facsimile or by electronic mail shall be effective and binding on all parties.

(i) **Electronic Signatures**. The exchange of copies of this Agreement and copies of signature pages (including, but not limited to, this Agreement and/or any closing related document) by facsimile, email or attachment of a scanned electronic copy to email shall constitute effective execution and delivery of such document as to the parties and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile, email, or attachment of a scanned electronic copy to email shall be valid, enforceable and binding as an original signature for all purposes.

(j) **Confidentiality**. Buyer and Seller shall maintain at all times as confidential information: (i) the terms of this Agreement; and (ii) the existence and content of any negotiations. Notwithstanding the foregoing, Buyer and Seller shall have the right to indicate to County officials that Seller and Buyer have executed this Agreement. Buyer and Seller may also: (i) inform lenders, advisors, counsel and employees whom each party deems necessary or advisable, provided that such persons are advised of the confidential nature of this Agreement; (ii) make disclosures required by applicable laws; and (iii) make disclosures to utility and other service providers as to matters directly related to their services.

(k) **Press Releases**. Buyer shall not make any press releases or other media dissemination of information relating to the transactions contemplated herein without the prior approval of the other party.

(l) **1031 Exchange**. Buyer and Seller each hereby acknowledge that the sale of the Property pursuant to this Agreement may be part of a tax-free exchange for Seller pursuant to Section 1031 of the Code, the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Buyer hereby agrees to cooperate with Seller to facilitate such exchange (which shall include execution of typical 1031 exchange documentation required by Seller's 1031 accommodator), provided that same will not delay the Closing, cause additional expense to Buyer, increase Buyer liabilities or obligations, or otherwise modify any of the terms or provisions of this Agreement. Seller's rights under this Agreement may be assigned to a qualified intermediary for the purpose of completing such an exchange.

(m) **Possession**. Possession of the Property shall be delivered to Buyer by Seller at the Closing, subject only to the Permitted Exceptions.

(n) **Waiver; Governing Law.** The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer or the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Buyer hereunder determined in accordance with the internal laws of the State of Florida, without

regard to the principles of conflict of law. In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Seller and Buyer hereby agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Agreement for which any it relates, directly or indirectly, to this Agreement or any event, transaction, or occurrence arising out of or in any way connected with this Agreement whether Property, or the dealings of the parties with respect thereto, shall be tried only by a federal or state court having jurisdiction in Duval County, Florida.

(o) **Brokers**. Seller and Buyer shall each indemnify, defend, protect and hold harmless the other against and from any and all Losses (as hereinafter defined) for commissions or other compensation that may be made by anyone claiming through the indemnifying party in connection with this sale. As used in this Agreement, "Losses" shall mean all demands, claims, causes of action, losses, debts, controversies, damages, liabilities, obligations, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including, without limitation, attorneys' fees and costs of defense and costs and expenses of all experts and consultants. The provisions of this paragraph shall survive the Closing and the delivery of the Deed or the termination of this Agreement.

18. DISCLOSURES.

(a) THE BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(b) THE BUYER HEREBY WARRANTS THAT THE AGENTS OR EMPLOYEES OF THE SELLER AND ITS AFFILIATES HAVE MADE NO ORAL OR WRITTEN REPRESENTATIONS THAT THE BUYER WOULD DERIVE ECONOMIC BENEFITS OR EXPECTATIONS OF PROFITS FROM APPRECIATION IN PROPERTY VALUE, OR PROFITS TO BE DERIVED FROM THE ENTREPRENEURIAL OR MANAGERIAL EFFORTS OF THE SELLER, SELLER'S AGENTS OR THIRD PARTIES DESIGNATED OR ARRANGED FOR BY THE SELLER FOR RENTAL MANAGEMENT, OR OTHER FINANCIAL RETURNS FROM THE BUYER'S INVESTMENT.

(c) BUYER SHOULD RELY NOT UPON ANY REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

(d) Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

19. EXCLUSIVITY

Seller agrees that during the entire Feasibility Period neither Seller, nor its officers, agents, employees, advisers or other representatives ("Seller's Representatives") will directly or indirectly commence or make any introductions with anyone other than the Buyer or a company which is a subsidiary or affiliate of the Buyer (or any of their officers, agents, employees, advisers or other representatives) in relation to fee title conveyance of the Property or any part of the Property. Nor shall Seller's Representatives seek, encourage or respond to any approach that might lead to negotiations in relation to the fee title conveyance of the Property with a third party nor supply or otherwise disclose any information about fee title conveyance of the Property to a third party that wishes, or may wish, to enter into negotiations in relation to fee title conveyance of the Property.

20. CONFIDENTIALITY

Buyer and its representatives shall hold in strictest confidence all data and information obtained with respect to Seller or their business, whether obtained before or after the execution and delivery of this Agreement which shall be used solely for the purposes of evaluating the proposed acquisition of the Property by Buyer, and shall not disclose the same to others; provided, however, that it is understood and agreed that Buyer may disclose such data and information to the employees, lenders, investors, partners, bankers, brokers, professionals, consultants, accountants and attorneys of Buyer provided that such persons agree to treat such data and information confidentially.

Both before and after the Closing, any press release or other public disclosure of information with respect to the sale contemplated herein or any matters set forth in this Agreement, including but not limited to the identity of Buyer, the principals of Buyer or any other individual related to Buyer or involved in the transaction, made or released by or on behalf of Seller shall be subject to Buyer's prior written approval, in Buyer's sole discretion. In the event of a breach or threatened breach by Seller or its agents or representatives of this Section 20, Buyer shall be entitled to an injunction restraining Seller or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Buyer from pursuing any other available remedy at law or in equity for such breach or threatened breach. The provisions of this Section 20 shall survive the Closing or any termination of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

(*Signatures on the Following*)

BUYER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

SELLER:

HOOSE HOMES AND INVESTMENTS, LLC., a Florida limited liability company

By:
By:_____
Name:_____
Title:_____
Date: _____

JOINDER BY THE ESCROW AGENT

By its execution hereof, the Escrow Agent hereby (i) covenants and agrees to hold the Deposit in accordance with the above provisions and the provisions of the Escrow Agreement executed by Escrow Agent, Seller and Buyer, and (ii) acknowledges receipt of a copy of the Purchase and Sale Agreement to which this Joinder is attached.

By:_____
Name:_____
Its:_____

Exhibit List:

Exhibit A – Description of the Property
Exhibit B – Form of Escrow Agreement
Exhibit C – Deed
Exhibit D – List of Due Diligence Materials
Exhibit E – Form of Bill of Sale and General Assignment

Attachment D to
8-14-23 Minutes

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

ESCROW AGREEMENT

Escrow Agreement

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into on this___day of_____, 2023, **HOOSE HOMES AND INVESTMENTS, LLC.,** a Florida limited liability company **whose address is 7563 Philips Highway Suite 111** ("**Seller**") and **CITY OF ATLANTIC BEACH, FLORIDA, whose address is 800 Seminole Road, Atlantic Beach, FL** (or its assigns) ("**Buyer**"), (Seller and Buyer are collectively referred to as' "Principal(s)"), and **McKillop Law Firm, PL** ("Escrow Agent").

WHEREAS, Principals have entered into that certain Purchase Agreement dated the ____day of_____2023 (the "Agreement"). Unless otherwise defined herein, all capitalized terms used in this Escrow Agreement shall have the meanings assigned to the same in the Agreement.

WHEREAS, Principals desire that Escrow Agent hold the Escrow Deposit, as defined in the Agreement in escrow, subject to the conditions precedent set forth in the Agreement.

WHEREAS, the terms and obligations governing the Escrow Deposit shall be applied as applicable to each deposit per the requirements for each deposit as set forth in the Agreement and shall in no way require disbursement of either deposit to Escrow Agent or Seller prior to the applicable conditions precedent set forth in the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Escrow**
   (a) Escrow Agent agrees to hold the Escrow Deposit in escrow, if in or converted to cash, subject to the terms and conditions contained in this Escrow Agreement and the Agreement.
   (b) Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actual knowledge of such matter or thing, and Escrow Agent shall not be charged with any constructive notice or knowledge whatsoever.
   (c) In the event instructions from Principal(s) would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from

taking any action until it receives payment for such costs from the Principal(s).

2. Release of Deposit

(a) Escrow Agent agrees to release the Escrow Deposit in accordance with the terms and conditions set forth in this Escrow Agreement and the Agreement. Escrow Agent shall be required to obtain the consent of both parties to release the Escrow Deposit, provided, however, (i) if Escrow Agent is releasing the Escrow Deposit to Seller as a result of the termination of the Agreement by Buyer after the Feasibility Period or as a failure of Buyer to meet its conditions to close and Seller is not in default under the Purchase and Sale Agreement between Buyer and Seller, then Escrow Agent is not required to obtain the consent of Buyer to release the Escrow Deposit to Buyer and (ii) if Escrow Agent is releasing the Escrow Deposit as a result of Closing, then Escrow Agent is not required to obtain the consent of Buyer to release the Escrow Deposit to Seller.

(b) In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Principal(s) with respect to the Escrow Deposit or any other sums or things which may be held hereunder, which, in its sole opinion, are in conflict with any provisions of this Escrow Agreement and/or the Agreement, if any, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by all Principal(s) and said third persons, if any, or by a final order or judgment of a court of competent jurisdiction.

(c) If all or any portion of the Escrow Deposit delivered to Escrow Agent is in the form of a check or in any form other than cash, Escrow Agent shall deposit the same as required but shall not be liable for the nonpayment thereof nor responsible to enforce collection thereof. If such check or other instrument other than cash representing the Escrow Deposit is returned to Escrow Agent unpaid, Escrow Agent shall notify the applicable Principal(s) for further instructions.

(d) Escrow Agent shall deposit the Escrow Deposit, as applicable, if in or converted to cash. The account in which either is deposited shall be with a banking institution selected by Escrow Agent in an account insured by the Federal Deposit Insurance Corporation. The Escrow Agent shall have no liability or responsibility to any party regarding the financial failure or bankruptcy of such institution; provided, however, that such institution is a banking institution duly licensed under the federal or state banking laws.

3. Liability of Escrow Agent

(a) Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow

Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; nor as to the identity, authority, or rights of any person executing the same and shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(b) It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrow Deposit and for the disposition of same in accordance with this Escrow Agreement and any costs, expenses or fees incurred by the Escrow Agent in the performance of these duties shall be borne equally by the Principals. Each Principal hereby agrees to indemnify, defend and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or changes of any character or nature (including, without limitation, attorneys' fees, paralegals' fees and costs incurred in all trial and appellate proceedings or otherwise if no litigation is instituted) which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, whether or not such claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings arise from or are in any way connected with any negligence of Escrow Agent. Notwithstanding anything in this subparagraph 3(b) to the contrary, in no event shall Escrow Agent be absolved from any liability arising from Escrow Agent's gross negligence or willful misconduct.

4. Disputes

(a) This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

(i) In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Deposit Escrow Agent shall, at its option, either: (1) tender the Escrow Deposit to the registry of the appropriate court; or (2) disburse the Escrow Deposit in accordance with the court's ultimate disposition of the case, and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, attorneys' and paralegals' fees and court costs at all trial and appellate levels, except to the extent caused by Escrow Agent's gross negligence or willful misconduct.

(ii) In the event Escrow Agent tenders the Escrow Deposit to the registry of an appropriate court and files an action of interpleader naming the Principal(s) and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith, including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with

the filing of such action, including, but not limited to, attorneys' and paralegals' fees and court costs at all trial and appellate levels, except to the extent caused by Escrow Agent's gross negligence or willful misconduct.

5. Terms of Agreement

(a) This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

(i) Upon written notice given by all Principal(s) of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

(ii) Escrow Agent may resign as escrow agent at any time upon giving notice to Principal(s) of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than twenty (20) days after the giving of notice of resignation; or

(iii) Upon compliance with all escrow provisions as set forth in this Escrow Agreement.

(b) In the event Principal(s) fail to agree to a successor escrow agent within the period described hereinabove, Escrow Agent shall have the right to deposit the Escrow Deposit, as is applicable, into the registry of an appropriate court and request judicial determination of the rights between Principal(s), by interpleader or other appropriate action, and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels.

(c) Upon termination of the duties of Escrow Agent in either manner set forth in Paragraph 5(a)(i) or Paragraph 5(a)(ii) above, Escrow Agent shall deliver the Escrow Deposit to the newly appointed escrow agent designated by the Principal(s), and, except for rights of Escrow Agent specified in Paragraph 3(b) above, Escrow Agent shall not otherwise have the right to withhold the Escrow Deposit from said newly appointed escrow agent.

(d) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by all Principal(s) and Escrow Agent. In no event shall any modification of this Escrow Agreement, which shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given its prior written consent.

6. Notices

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given: (1) upon delivery by hand to the appropriate address of each Principal or Escrow Agent as set forth in this Escrow Agreement or in the

Agreement, if any; or (2) upon receipt if mailed by United States registered or certified mail, return receipt requested, postage prepaid to such address or (3) upon delivery by electronic mail id's listed elsewhere in this agreement. All notices to Escrow Agent shall be addressed to the attorneys signing on behalf of Escrow Agent at the following address:

Escrow Agent: **McKillop Law Firm, PL**
Email: ian@mckilloplawfirm.com

7. Choice of Law and Venue

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Duval County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

8. Cumulative Rights

Except as limited herein, no right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy. All such rights, powers and/or remedies shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute, and the exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

9. Binding Agreement

This Escrow Agreement shall be binding upon the Principal(s) and Escrow Agent and their respective successors and assigns. This Escrow Agreement may be executed in counterparts, all of which counterparts shall be deemed to be a single document. Signature pages received by facsimile transmission shall be deemed to be an original document.

10. Entire Agreement

The Agreement and this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other written or oral agreements, documents, memoranda, understandings or otherwise between the parties relating to the subject matter hereof. In the event of any conflict between the Agreement and this Escrow Agreement, the terms and provisions of this Escrow Agreement shall control.

11. WAIVER OF JURY TRIAL

THE PRINCIPAL(S) EACH HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF OR UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESCROW AGREEMENT.

Attachment D to
8-14-23 Minutes

SELLER:

HOOSE HOMES AND INVESTMENTS, LLC., a Florida limited liability company

By:_____
Name:_____
Title:_____
Date: _____

BUYER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

ESCROW AGENT:

McKillop Law Firm, PL,

By: _____
Name:_____
Title:_____
Date:_____

Attachment D to
8-14-23 Minutes

EXHIBIT C

DEED

PREPARED BY:
_____
_____
_____
_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2023, by_____, a _____ ("Grantors"), whose address is _____ to _____, a _____ ("Grantee"), whose address is_____ _____.

WITNESSETH:

That in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, bargain, sell, convey and confirm to Grantee and its successors and assigns, all of the real property in Duval County, Florida, more particularly described on **Exhibit A** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit B** attached hereto and made a part hereof and other matters of record (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantors hereby covenant with Grantee that the Property is free from all encumbrances placed on the Property by Grantors (except for the Permitted Exceptions) and that Grantors will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantors (except claims made pursuant to the Permitted Exceptions) but against none other.

[Signature blocks, notary blocks, Exhibit A and Exhibit B to be added to document to be executed by the parties at the Closing]

Attachment D to
8-14-23 Minutes

EXHIBIT D

DUE DILIGENCE MATERIALS

DOCUMENTS REQUESTED

All title commitment, policies and related instruments
All surveys
All land records
Current Service Contracts
All environmental and geotechnical reports of the Property

**Attachment D to
8-14-23 Minutes**

EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

_____ ___, 202__

KNOW ALL PEOPLE BY THESE PRESENTS, that, **HOOSE HOMES AND INVESTMENTS, LLC.,** a Florida limited liability company **("Seller")**, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) lawful money of the United States, and other good and valuable consideration to Seller in hand paid, at or before the ensealing and delivery of these presents, by **CITY OF ATLANTIC BEACH, FLORIDA.,** a municipal corporation **("Buyer"),** the receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, set over, transfer, assign and deliver unto the Buyer, its successors and assigns, the following:

(a) All of Seller's right, title and interest in and to all fixtures and equipment attached to or located on and used in connection with the operation of the parcel of land attached hereto (the "Land") and the buildings and improvements erected thereon (the foregoing, collectively with the Land is herein, the "Premises"), including all fixtures, appliances, furniture, furnishings, equipment, machinery, signage and lighting systems ((including all communication related equipment integral to the operation of the Premises or utilized as an amenity in the Premises), plumbing, air conditioning, heating ventilating, mechanical, electrical and other utility systems, parking and all related amenities, window coverings, shades, screens, awnings, shutters, hot water heaters, appliances, carpeting and other coverings, mantels, fences, gates, trees, shrubs, if any, owned by Seller and installed, located or situated on or used in connection with the operation and maintenance of the Premises, which is being conveyed simultaneously with the conveyance by Seller to Buyer of all its right, title and interest in and to the Premises by a Deed of even date herewith;

(b) All of Seller's right, title and interest in and to all those permits, licenses, certificates, approvals, authorizations, variances and consents (including any and all presently pending applications therefor) affecting the Land and the buildings and improvements thereon issued to Seller or to its predecessors in interest in the Premises as holder, claimant, licensee, successor in interest, applicant and/or owner or lessor of the Premises, by any and all federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and offices thereof, having or claiming jurisdiction over the Premises, whether or not the same may presently be in full force and effect, all to the extent that Seller may lawfully transfer the same to Buyer;

(c) all of Seller's right, title and interest in and to all intangible assets relating to the Premises, including all of Seller's right, title and interest, if any, in (a) all licenses, permits and approvals relating to the Premises, (b) the right to use the name of the Premises, if any, in connection with the Premises; and all logos and tradenames relating to the Premises, and (c) all contract rights, (d) all plans and specifications relating to the Premises.

(d) All of Seller's right, title and interest in and to all unexpired warranties and guaranties affecting the Premises, all to the extent that Seller may lawfully transfer the same to Buyer (it being agreed that nothing in this Section (d) shall be construed to affect Seller' rights under such warranties and guaranties with respect to periods prior to the date hereof); and

(e) All of Seller's right, title and interest in and to all appraisals, surveys, architectural and/or engineering renderings, plans and specifications, soils and other geological reports and studies, and all other reports, studies and other information relating in any way to development and/or use of the Premises.

(f) All of Seller's right, title and interest in and to any and all subsurface and/or other mineral rights for the Premises.

To have and to hold the same unto Buyer, its successors and assigns forever.

[The remainder of this page has been intentionally left blank.]

Attachment D to
8-14-23 Minutes

IN WITNESS WHEREOF, this Bill of Sale has been duly signed and sealed by the Seller as of the date first set forth above.

BUYER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

SELLER:

HOOSE HOMES AND INVESTMENTS, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____
Date: _____

Attachment D to
8-14-23 Minutes

Exhibit A
"Land"

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 yc

TODAY'S DATE: October 4, 2023

MEETING DATE: October 9, 2023

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:

1) A Special Called Meeting is scheduled for Mon. Oct. 9 at 5:30 pm in the Chamber. Subj: LIUNA Salary Request
2) A Town Hall Meeting is scheduled at 10 am on Saturday, Oct. 14, in the Jordan Park Community Center. Subj: Parks Master Plan
3) A workshop is *tentatively* scheduled for Mon. Oct. 16 at 5:30 pm in the Chamber. Subj: Updates to land-development regulations and comp plan
4) A public meeting on the Parks Master Plan is scheduled for Tues. Oct 24 at 1 and 6 pm in the Chamber
5) The annual Board and Committee Member Appreciation Reception is scheduled for Thurs. Oct 26 at 6:30 pm at the Adele Grage Cultural Center.
6) An appeal hearing for 1110 Scheidel Court is scheduled for Mon. Oct. 30 at 5:30 pm in the Chamber.

BUDGET: None

RECOMMENDATION: Approve the 90-Day Calendar for October – December 2023

ATTACHMENT: 1) Mayor and Commission 90-Day Calendar (October – December 2023)

REVIEWED BY CITY MANAGER: WBK

MAYOR AND COMMISSION

October 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am – 2 pm (Russell Park) Songwriters 6 pm (Bull Park)	2	3	4	5 Special Meeting Police Officers' Pension Board of Trustees 1 pm ESC Speaker Series 6 pm	6	7
8 Farmers Market 10 am – 2 pm (Russell Park)	9 Special Called LIUNA Salary Request 5:30 pm Commission Mtg 6:30 pm (Invoc-Ford)	10 ARCC 6 pm	11 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	12	13	14 Town Hall Meeting Subj: Parks Master Plan (Jordan Park) 10 am to Noon
15 Farmers Market 10 am – 2 pm (Russell Park)	16 Workshop Subj: Updates to land development regs & Comp Plan 5:30 pm *(Tentative)*	17 Community Development Board Meeting 6 pm	18 ESC Outreach Subcommittee Meeting 4:45 pm	19 STOP Committee Meeting 6 pm	20	21 Sea and Sky Air Show (Jax Beach)
22 Farmers Market 10 am – 2 pm (Russell Park) Sea and Sky Air Show (Jax Beach)	23 Commission Mtg 6:30 pm (Invoc-Bole)	24 Public Meeting Parks Master Plan (Chamber) 1 and 6 pm	25 Charter Review Committee 6 pm	26 ESC Sustainability & Resiliency Subcom Meeting 9 am Board & Committee Member Reception 6:30 pm	27	28 Family Fun Day 10 am (Jack Russell)
29	30 CDB Appeal Hearing (1110 Scheidel Ct) 5:30 pm	31 Haunts and Treats 6-8 pm (City Hall Parking Lot/Public Safety)				

MAYOR AND COMMISSION

November 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
**INVITE: Senior and City Employee Thanksgiving Luncheon November 16 · 11:30 am to 1 pm Gail Baker Center			1	2 Special Magistrate Hearing 2 pm ESC Speaker Series 6 pm	3	4 Jazz Festival 3 – 8 pm Johansen Park
5 Farmers Market (Russell Park) 10 am - 2 pm Songwriters Concert (Bull Park) 6-8 pm	6	7	8 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	9 Pension Board 6:30 pm	10 **City Offices Closed**	11 Veterans Day Event 9-11 am Veterans Memorial Park
12 Farmers Market (Russell Park) 10 am - 2 pm	13 Commission Mtg 6:30 pm (Invoc – Waters)	14 ARCC Mtg 6 pm	15 ESC Outreach Subcommittee 4:45 pm	16 Sustainability & Resiliency Meeting - Noon STOP Committee 6 pm	17	18
19 Farmers Market (Russell Park) 10 am - 2 pm	20	21 Community Development Board Mtg 6 pm	22	23 **City Offices Closed**	24 **City Offices Closed**	25
26 Farmers Market (Russell Park) 10 am - 2 pm	27 Commission Mtg 6:30 pm (Invoc – Kelly)	28	29 Charter Review Committee 6 pm	30 Artisans' Faire 5 – 8 pm Adele Grage		

MAYOR AND COMMISSION

December 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2 Holiday Celebration & Tree Lighting 4 to 8 pm (Town Center)
3 Farmers Market 10 am – 2 pm	4	5	6	7 Environmental Speaker Series 6 pm (Chamber)	8	9
10 Farmers Market 10 am – 2 pm	11 Commission Meeting 6:30 pm (Invoc-Ring)	12 ARCC Meeting 6 pm	13 Tree Subcommittee Mtg 5:15 pm Environmental Committee 6 pm	14	15	16
17 Farmers Market 10 am – 2 pm Songwriters Concert 6 – 8 pm	18 Charter Review Committee 6 pm	19 CDBG Meeting 6 pm	20 Environmental Outreach Mtg 4:45 pm	21 STOP Committee 6 pm	22	23 Toy Drive 10 am (Baker Center)
24	25 **City Offices Closed**	26 **City Offices Closed**	27	28 Sustainability and Resiliency Subcommittee 9am	29	30
31						

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Dora Drive Property Purchase – Due Diligence Report

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: October 3, 2023

MEETING DATE: October 9, 2023

BACKGROUND: The City entered into a purchase and sales agreement (PSA) with Hoose Homes and Investments, LLC on August 28, 2023 for the purchase of three parcels totaling approximately 2.16 acres of vacant land at the east end of Dora Drive for $1,075,000. The three parcels included in this PSA as a potential purchase by the City are depicted on the attached map. The PSA allows for a 45 day feasibility period for the City conduct due diligence investigations to determine the suitability of the property for purchase. The feasibility period ends on October 11th at 5:00 PM. During this feasibility period, the City obtained a second appraisal (as required by F.S.), conducted a tree analysis and completed a Phase I Environmental Site Assessment.

Property Appraisals
Moody Williams Appraisal Group was initially hired by the City to complete an appraisal of the three parcels. Their appraisal was delivered on May 5, 2023 with the conclusion that the as-is market value of the property was $2,400,000. As required by Florida Statute, the City obtained a second appraisal from Colliers International. The Colliers International appraisal report was delivered on September 8, 2023 and concluded that the as-is property value of the property was $2,200,000. A summary of the appraisals are attached with a link to the complete reports

Tree Analysis
Planning staff conducted an analysis of the trees on the property to identify the majority of the trees 8" diameter or larger. This analysis determined that the majority of the larger trees on the property are camphor trees. Camphor trees are a non-native invasive species in North Florida. The Florida Exotic Pest Plant Council (FLEPPC) lists camphor as a Category 1 invasive species due to its ability to invade and displace native plant communities. The remainder of the trees are primarily a mix of cabbage palm, sycamore, live oak and pine, see attached Dora Drive Property Tree Analysis.

The camphor trees are primarily located in areas that could potentially be utilized as a stormwater retention pond. The majority of the other trees 8" diameter or larger are located on the northwest and southeast portion of the property. Note that if this property was developed as allowed by the City's zoning code, the majority of all of the existing trees and vegetation would be removed from the site.

Phase I Environmental Assessment
A Phase I Environmental Site Assessment, ESA, was completed at the property, a summary of the findings are attached to this staff report with a link to the complete report. A Phase I ESA is completed to research the current and historical uses of a property as part of a commercial real estate transaction. The intent of the ESA is to identify any recognized environmental condition through assessment of current or historical

property uses that have impacted the soil or groundwater beneath the property and could pose a threat to the environment and/or human health.

If these issues are found, it presents a potential liability for the City, as well as affecting the value of the property. A Phase I ESA completed prior to the closure of a real estate transaction is also used to satisfy the requirements of the Comprehensive Environmental Response, Compensation and Liability Act innocent land owner defense under All Appropriate Inquiries (AAI). A Phase I ESA does not include groundwater or soil sampling.

The Phase I ESA completed for the Dora Drive property revealed no evidence of recognized environmental conditions associated with the exception of potential impacts associated with:

- Stitches and Screens, which is conducting screen printing operations from two storage containers which are encroaching on the northwest corner of the property. Stitches and Screens was identified as a RCRA Hazardous Waste Very Small Quantity Generator which means they handle small quantities of hazardous materials such as paint thinners and solvents.

- Raised mounds of soil with apparent trash in the central and northwestern portions of the property. No information was found concerning the origin of the soil mounded areas observed on the site.

The potential for unsuitable materials to be present in the raised mounds located in various areas of the property and hazardous material handling operations associated with printing operations performed by Stitches and Screens in two storage containers located on the northwest corner of the site could not be fully evaluated through completion of this Phase I ESA therefore further assessment is recommended.

Further assessment of the site would be conducted through completion of a Phase II ESA, which would include soil and groundwater analyses as well as physical exploration of the soil mounds on the property. Completion of a Phase II ESA and an analysis of the results would require up to 45 additional days.

BUDGET: None

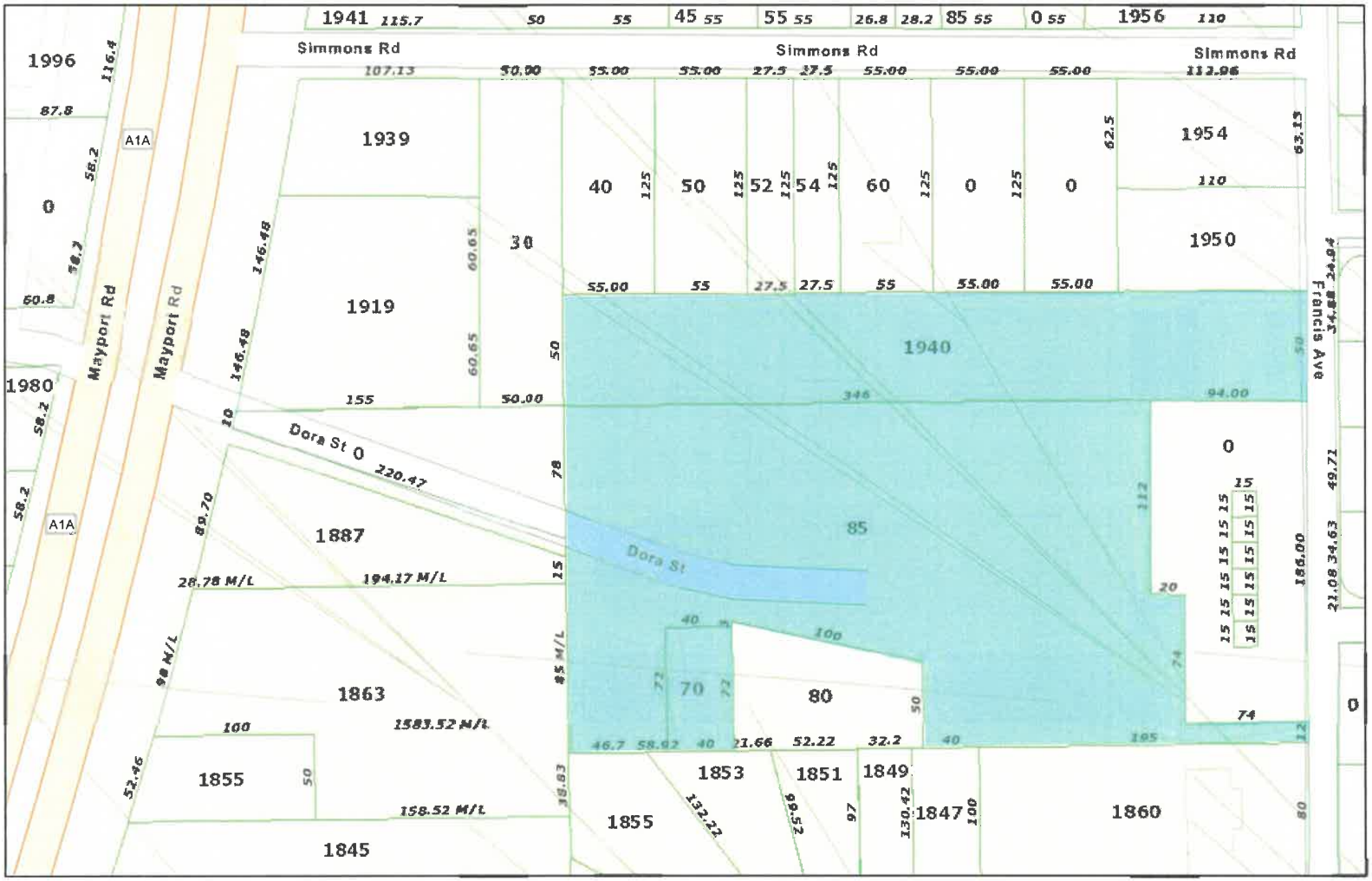
RECOMMENDATION: Commission to request an extension of the feasibility period by an additional forty-five days to conduct a Phase II Environmental Site Assessment.

ATTACHMENTS:
Map of Project Area
Property Appraisal Summaries
Dora Drive Property Tree Analysis
Phase I Environmental Assessment summary

LINKS:
Purchase & Sales Agreement
Moody Williams Appraisal
Colliers International Appraisal
Phase I Environmental Site Assessment

REVIEWED BY CITY MANAGER:

Duval Map



March 15, 2023

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ATLANTIC BEACH MULTI-FAMILY LAND

70 & 85 Dora Drive and 1940 Francis Avenue
Atlantic Beach, Florida 32233

APPRAISAL REPORT

Date of Report: September 8, 2023

Colliers File #: JAX230313

Client File #: 231632



PREPARED FOR
Joe Gerrity
Interim City Manager
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

76 S. Laura Street, Suite 1500
Jacksonville, FL 32202 USA
MAIN+1 904 861 1150
FAX +1 904 353 4949
WEB www.colliers.com/valuationadvisory

September 8, 2023

Joe Gerrity
Interim City Manager
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

RE: Atlantic Beach Multi-Family Land
70 & 85 Dora Drive and 1940 Francis Avenue
Atlantic Beach, Florida 32233

Colliers File #: JAX230313

Client File #: 231632

Mr. Gerrity:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report satisfies the scope of work and requirements agreed upon by City of Atlantic Beach and Colliers International Valuation & Advisory Services.

The date of this report is September 8, 2023. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	August 29, 2023	$2,200,000

The subject is a 1.98-acre site at 70 & 85 Dora Drive and 1940 Francis Avenue in Atlantic Beach, Florida. The site has a drainage ditch running across the northwestern portion of the property, reducing the total usable land area to 1.88 acres. The subject property is currently vacant, unimproved land and the City of Atlantic Beach is considering a purchase of the subject property for use as a park and/or stormwater pond.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice

Colliers International Valuation & Advisory Services, and certain of its subsidiaries, is an independently owned and operated business and a member firm of Colliers International Property Consultants, an affiliation of independent companies with over 500+ offices throughout more than 68 countries worldwide.

(USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

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LETTER OF TRANSMITTAL

CONTINUED JAX230313

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

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MOODY WILLIAMS
APPRAISAL GROUP
1300 Riverplace Boulevard, Suite 640
Jacksonville, Florida 32207
904-516-8900

APPRAISAL REPORT



Vacant Residentially Zoned Land
Eastern terminus of Dora Street
Atlantic Beach, Duval County, Florida 32233

Prepared For: Mr. Steve Swann, P.E.
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

May 5, 2023

Mr. Steve Swann, P.E.
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

RE: Appraisal of three contiguous parcels located at the end of Dora Street in Atlantic Beach, Duval County, Florida.

Appraisal Number: 2023-1163

Dear Mr. Swann,

As requested, the following is an ***Appraisal Report*** of the above-referenced property. The subject property is specifically described by both narrative and legal description contained within the attached *Appraisal Report*. Furthermore, the report describes the subject, its market area environment, and surrounding influences, including current economic market conditions, the methods of approach to the valuation problem. It contains data gathered and analyzed in arriving at our conclusion of market value.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

Based on the appraisal presented in the following report and subject to the assumptions and limiting conditions and definition of market value as set forth herein, our opinion of market value is shown on the following page.

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Fee Simple	May 3, 2023	$2,400,000

The value above is subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.

Extraordinary Assumptions & Hypothetical Conditions

The value conclusion is subject to the following extraordinary assumptions that may affect the assignment results. An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. No metes and bounds legal description was provided for the subject. As such, we have taken the subject's parcel sizes from public records, which are assumed to be correct. If a boundary survey proves these land sizes inaccurate, our opinion of the subject's market value could be affected.

The value conclusion is based on the following hypothetical conditions that may affect the assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

If you have questions or comments, please contact the undersigned. Thank you for the opportunity to provide appraisal services.

Respectfully Submitted,

MOODY WILLIAMS APPRAISAL GROUP, LLC

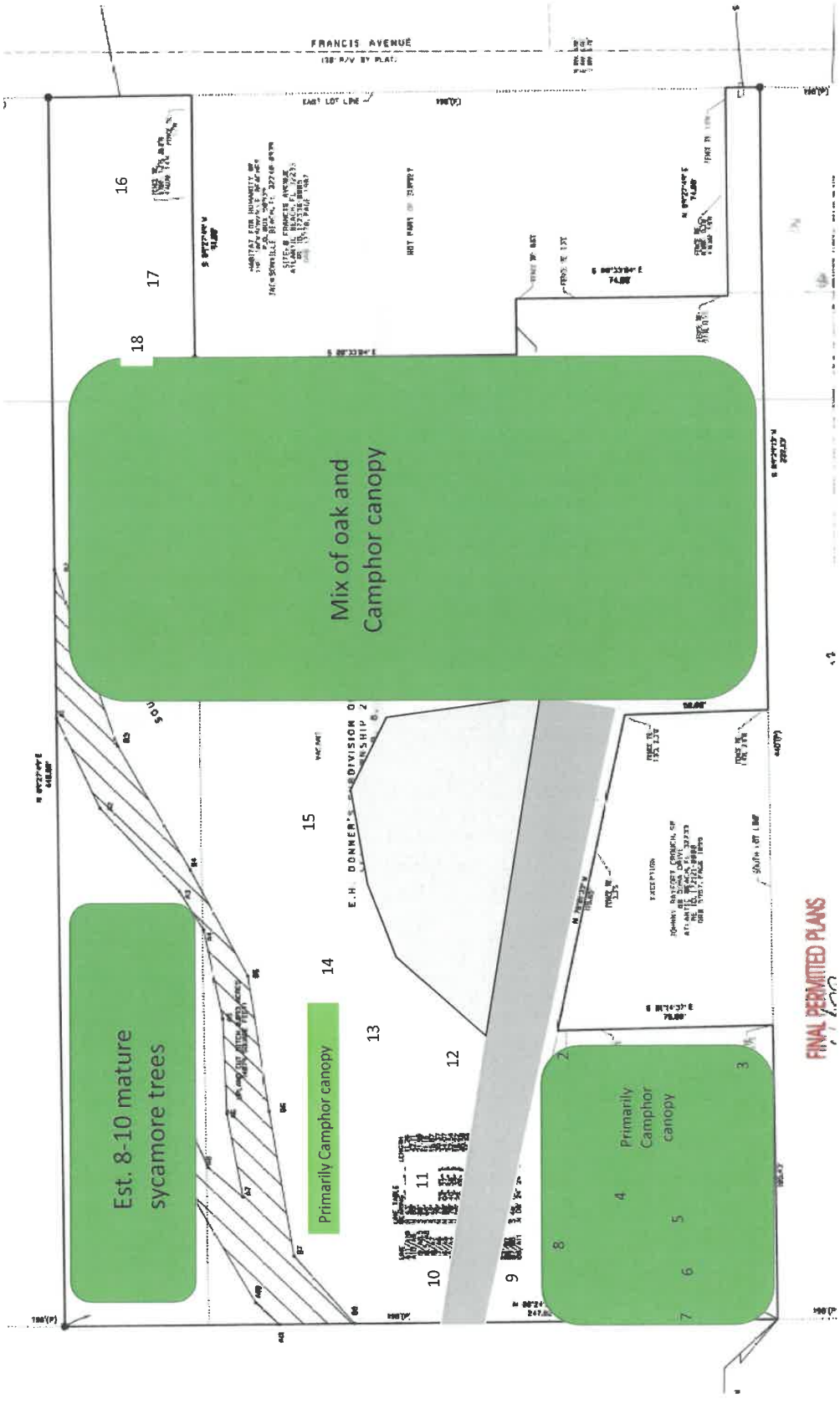
Michael Hotaling
Managing Partner
State-Certified General
Real Estate Appraiser RZ3226

Ronald K. Moody, MAI, SRA
Founding Partner
State-Certified General
Real Estate Appraiser RZ864

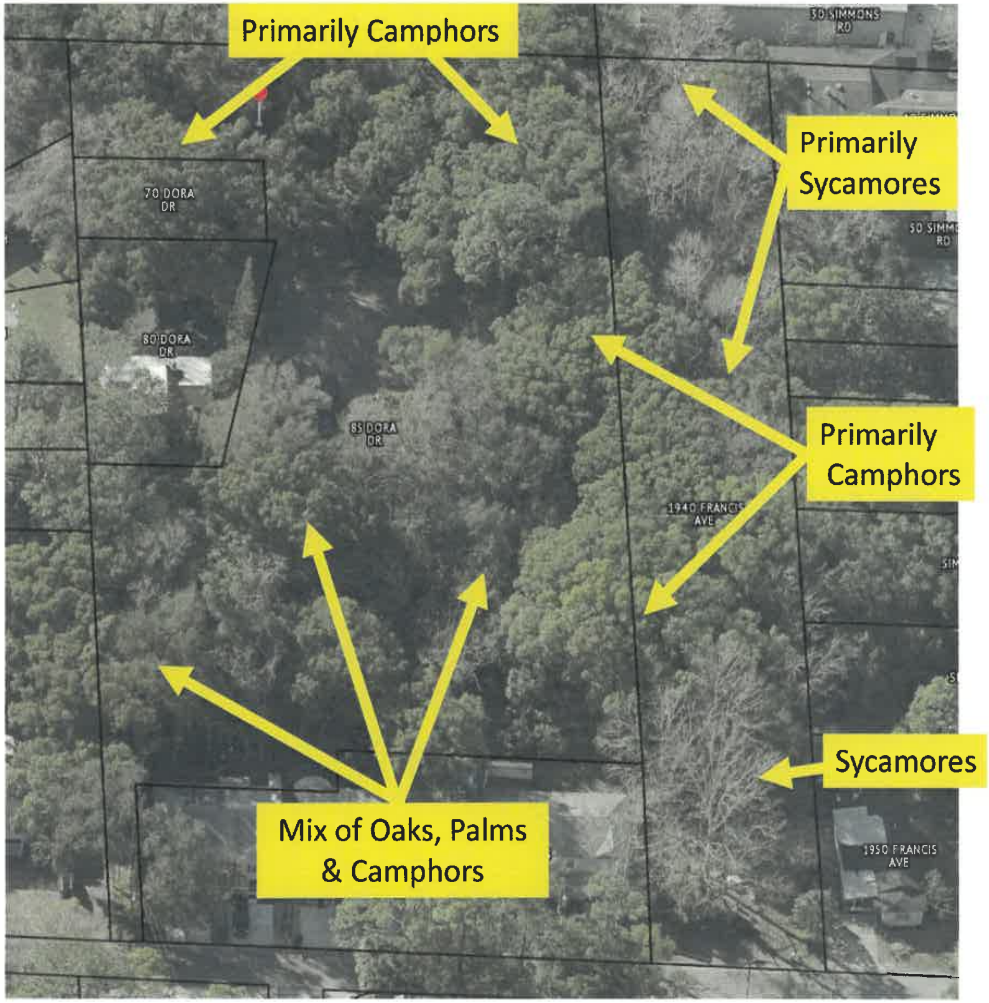
John Timlin
Trainee Appraiser
State-Registered Trainee Appraiser RI25435

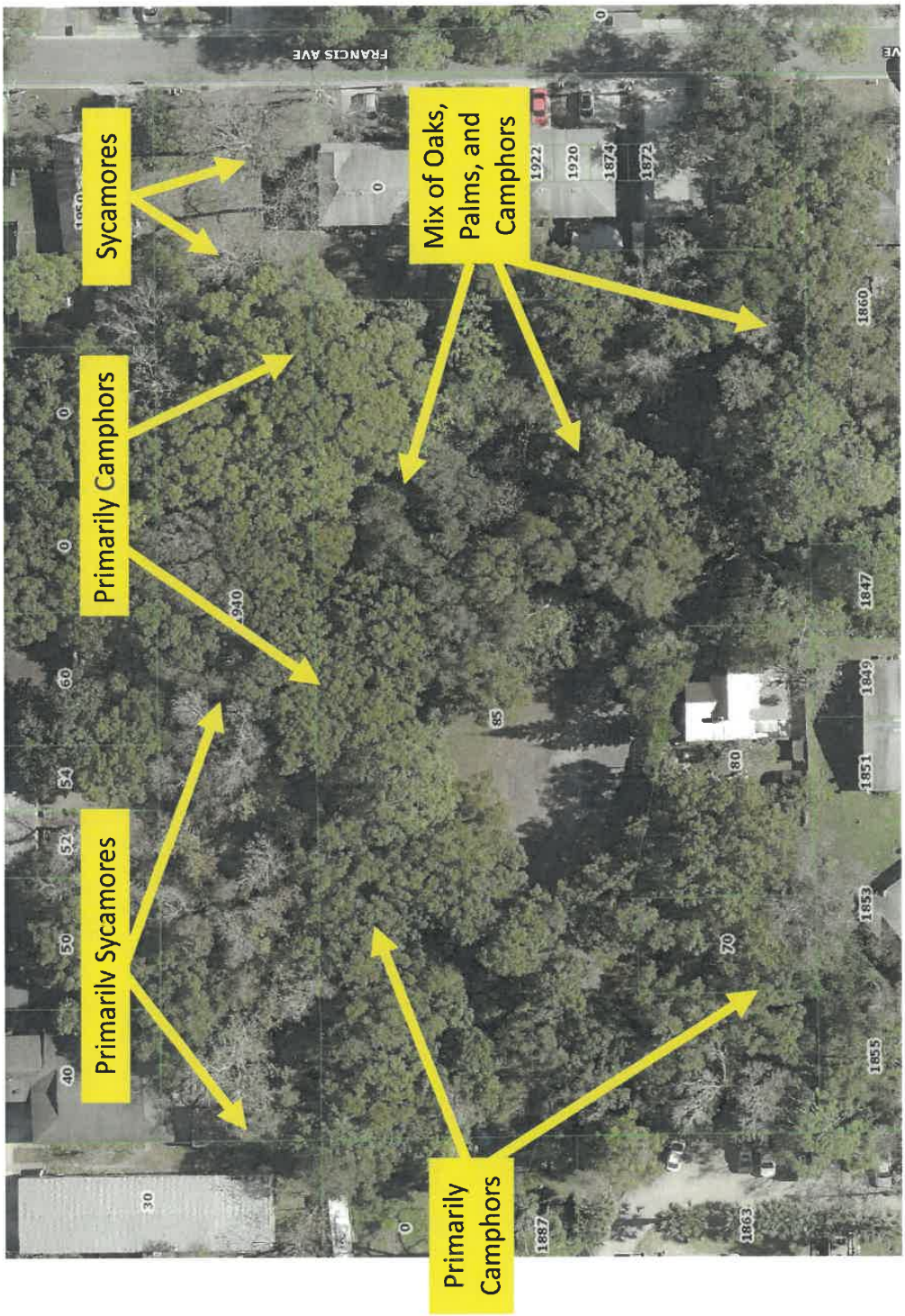
DORA DR
PROPERTY TREE
ANALYSIS

8/17/2023


FRANCIS AVENUE
Mix of oak and Camphor canopy
Est. 8-10 mature sycamore trees
Primarily Camphor canopy
Primarily Camphor canopy
FINAL PERMITTED PLANS

Tree Number	Tree size and species
1	8” Norfolk Pine
2	50” Camphor (multi-trunk)
3	10” Camphor
4	30” Camphor
5	14” Camphor
6	10” Palm
7	10” Palm
8	12” Camphor
9	15” Unknown
10	26” Oak (multi-trunk)
11	20” Camphor
12	15” Palm
13	20” Camphor
14	20” Camphor
15	18” Pine
16	22” Sycamore
17	20” Sycamore
18	16” Sycamore




Sycamores
Mix of Oaks, Palms, and Camphors
Primarily Camphors
Primarily Sycamores
Primarily Camphors
FRANCIS AVE

PHASE I ENVIRONMENTAL SITE ASSESSMENT
HOOSE HOMES
70 AND 85 DORA DRIVE AND 1940 FRANCIS AVENUE
(PARCEL #S: 172122 0000, 172119 0000, 172118 0000)
ATLANTIC BEACH, DUVAL COUNTY, FLORIDA



PREPARED FOR:

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

PREPARED BY:

The Blackledge Group, Inc.
6950 Philips Hwy., Suite 6
Jacksonville, FL 32216

Project Number: 23.233.02

October 2, 2023

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LIST OF ABBREVIATIONS

amsl	Above Mean Sea Level
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
AUL	Activity and Use Limitation
BLS	Below Land Surface
CERCLIS	Comprehensive Environmental Response Compensation and Liability Information System
CFR	Code of Federal Regulations
CORRACTS	RCRA Corrective Action
CREC	Controlled Recognized Environmental Condition
DCPA	Duval County Property Appraisers
EDI	Early Detection Initiative
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ESA	Environmental Site Assessment
FDEP	Florida Department of Environmental Protection
HREC	Historical Recognized Environmental Condition
IC/EC	Institutional Controls/Engineering Controls
LUST	Leaking Underground Storage Tank
mg/kg	milligrams per kilogram
NA	Not Applicable
NFA	No Further Action
NFRAP	No Further Remedial Action Planned
NREQ	Cleanup Not Required
NWI	National Wetland Inventory
NPL	National Priority List
OCULUS	FDEP's Document Management System
PAH	Polycyclic Aromatic Hydrocarbons
PALMM	Publication of Archival, Library & Museum Materials
PCB	Polychlorinated Biphenyl
PLRIP	Petroleum Liability and Restoration Insurance Program
PMT	Pad/Pole Mounted Transformer
ppm/ppb	parts per million/parts per billion
PRC	Property Record Card
RCRA	Resource Conservation and Recovery Act
RCRAGN	RCRA Generator
RE#	Real Estate Number
REC	Recognized Environmental Condition
SR	State Road
SRCO	Site Rehabilitation Completion Order
SWF/LF	Solid Waste Facilities/Landfill
TBG	The Blackledge Group, Inc.
TPH	Total Petroleum Hydrocarbons
TRPH	Total Recoverable Petroleum Hydrocarbons
TSD	Treatment, Storage and Disposal
USGS	United States Geological Survey
UST	Underground Storage Tank

GENERAL INFORMATION

Project / Subject Site Information:

70 Dora Drive (RE#172122-0000)
85 Dora Drive (RE#172119-0000)
1940 Francis Avenue (RE #172118-0000)
Atlantic Beach, Duval County, Florida
Latitude (North): 30.338836 - 30°20'19.8"
Longitude (West): -81.412003 - -81°24'43.2"
Site Access Contact: Mr. Steve Swann

Client Information:
City of Atlantic Beach
Attn: City Manager Office
800 Seminole Road
Atlantic Beach, Florida 32233

User Information:
Mr. Steve Swann
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Consultant Information:
The Blackledge Group, Inc.
6950 Philips Hwy., Ste. #6
Jacksonville, FL 32216

Site Assessor: 
Lori Sackman
Senior Scientist

Environmental Professional Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject site. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Philip Elson
Senior Environmental Professional

1.0 SUMMARY

The Blackledge Group, Inc. (TBG) has performed a Phase I ESA in conformance with the scope and limitations of ASTM Standard E 1527-21 of an approximate 2.16-acre, undeveloped, irregularly-shaped property located at 70 Dora Drive (RE#172122-0000), 85 Dora Drive (RE#172119-0000), and 1940 Francis Avenue (RE #172118-0000); Atlantic Beach, Duval County, Florida, hereafter referred to as the subject site. The subject site is currently wooded and undeveloped. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report. This Summary should not be considered a stand-alone document and must be evaluated in conjunction with the discussions, supporting documentation, and limitations within this ESA report.

TBG conducted the site reconnaissance on September 6 and 12, 2023. Access to the site was available from Dora Drive to the west and Francis Avenue to the east. Based on our field observations, historical research, public records reviews and interviews conducted in accordance with ASTM Standard E 1527-21, the findings of this Phase I ESA are as follows:

1. This assessment has revealed no evidence of recognized environmental conditions associated with the subject site, except for potential impacts associated with:

- Raised mounds of soil with apparent trash in the central and the northwestern portions of the subject site. No information was found concerning the origin of the soil mounded areas observed on the subject site.

- Stitches and Screens, a screen printing/painting business which is conducting screen printing operations from two recycled storage containers which are encroaching on the northwest corner of the subject site. Stitches and Screens was identified in the Envirosite database report as a RCRA Hazardous Waste Very Small Quantity Generator.

2. The subject site is currently heavily wooded, vacant, and undeveloped. Slightly elevated areas, covered with vegetation with visible trash, were observed in the heavy vegetative central and northwestern portions of the subject site. Two shipping containers used by a northern adjacent screening printing company Stitches and Screens appear to be encroaching on the northwestern corner of the subject site. A drainage ditch was observed on the northern portion and along the western border of the subject site.

3. At the time of the site investigation, the subject site was undeveloped and wooded property. Large areas of the subject site were overgrown with trees and vegetation, preventing a thorough ground truthing throughout the property. Possible mounds of trash were observed in areas of the central and northwest portions of the site at the time of the site inspection. A small, cleared area was observed at the end of Dora Drive in the western, central area of the subject site. Also, the um-improved northeast corner section of the subject site on Francis Avenue was occupied by what appeared to be a homeless camp. No commercial septic tanks, seeps, or unusual odors were observed onsite during the site inspection.

4. City directories identified residential listings at the 70 and 85 Dora Drive addresses between 1968 and 1983. 1940 Francis Avenue was not listed. Otherwise, the subject site was not listed or listed as vacant.

5. Based on historical records reviewed, the subject site appears to have been undeveloped in 1918. Beginning in 1948, three structures were visible on the subject site. City directories identified

residential listings at the 70 and 85 Dora Drive addresses between 1968 and 1983, after which the addresses were either listed as vacant or unlisted.

6. No potential environmental concerns were noted from the adjacent properties, with the exception of the potential impacts associated with Stitches & Screens, a screen printing/painting business to the northwest and north of the subject site. Residential development followed by Simmons Road is also located to the north or the subject site. Adjacent properties along the eastern site boundary are primarily residentially developed followed by Francis Avenue. West of the subject site are commercial businesses consisting of a used car lot, a psychic, and a custom cabinetry shop followed by Mayport Road. Properties south of the subject site are residentially developed. Based on historical records reviewed, the adjacent properties to the south and east appear to have been primarily either undeveloped and wooded or residential from at least 1918 to the present. Adjacent properties to the north and west appear to have been primarily light industry/commercial and residential from at least 1948 to the present.

7. During the site inspection, no evidence of the use, storage, disposal, or generation of hazardous substances was observed on the subject site, with the exception of Stitches and Screens a screen printing/painting business which is conducting screen printing operations from two recycled storage containers which are encroaching on the northwest corner of the subject site.

8. No evidence of obvious surface discharges, such as stained soil or pavement; stressed vegetation; or roads/pathways likely to have been used for illegal disposal of hazardous waste or petroleum products was observed on the subject site.

9. The subject site was not identified by the Envirosite or FDEP's Map Direct database searches. Twenty facilities were identified within the ASTM minimum search distances shown in the Envirosite report. No potential off-site concerns were noted from these facilities, with the exception of Stitches and Screens, which was identified within the ASTM minimum search distances shown in the Envirosite report and is listed as a Very Small Quantity Generator of Hazardous Waste.

1.1 Findings and Opinions

Recognized Environmental Conditions (RECs) are defined by ASTM Standard E 1527-21 as the presence of likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products on the property or into the ground, groundwater, or surface water of the property.

This assessment has revealed no evidence of recognized environmental conditions associated with the subject site, except for potential impacts associated with 1) raised mounds of apparent trash in the central and the northwestern portions of the site and 2) Stitches and Screens, a screen printing/painting business located adjacent to the northwestern section of the subject site whose two shipping containers used for screen printing and painting operations appear to be encroaching and located on the subject site's northwest corner.

No information was found concerning the origin of the soil mounded areas observed on-site. Stitches and Screens was identified within the ASTM minimum search distances shown in the Envirosite report and is listed as a Very Small Quantity Generator of Hazardous Waste. The facility reportedly generates D001 – Ignitable Waste. No violations were reported for the facility. Based on the results of the database review, no off-site concerns were noted from this facility.

Historical Recognized Environmental Conditions (HRECs) are defined by ASTM Standard E 1527-21 as an environmental condition which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently. TBG's investigation has revealed no historical RECs associated with the property or nearby properties.

Environmental Issues include environmental concerns identified by TBG that warrant discussion but do not qualify as a REC, as defined by ASTM Standard E 1527-21. TBG's investigation has revealed no environmental issues associated with the subject property or nearby properties. Wetland areas were observed on the northern portion of the subject site.

1.2 Recommendations

The potential for unsuitable materials to be present in the raised soil mounds located in various areas of the subject site and hazardous material handling operations associated with painting operations performed by Stitches and Screens in two storage containers located on the northwest corner of the subject site could not be fully evaluated therefore further assessment is recommended.

2.0 INTRODUCTION

2.1 Purpose

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to ASTM Standard E 1527-21, recognized environmental conditions in connection with the subject site. Per the ASTM standard, the term recognized environmental conditions is defined as, "the presence or likely presence of any *hazardous substances* or *petroleum products* in, on, or at a *property*: (1) due to release to the environment; (2) under conditions indicative of a *release* to the *environment*; or (3) under conditions that pose a *material threat* of a future *release* to the *environment*. *De minimis conditions* are not *recognized environmental conditions*." Although performance of this investigation in a manner that is generally consistent with the ASTM Standard E 1527-21 is of benefit, it should be recognized that the Standard of "All Appropriate Inquiry" or "good commercial or customary practice" can only be made on a case-by-case basis and is subject to judicial interpretation.

2.2 Scope of Work

This Phase I ESA was conducted in general accordance with ASTM Standard E 1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The assessment consisted of four components: records review, site reconnaissance, interviews, and report preparation.

The scope of work does not include an evaluation of asbestos-containing building materials, lead-based paint, lead in drinking water, regulatory compliance, soil or groundwater sampling and analysis, cultural and historical resources, industrial hygiene, health and safety, ecological resources, indoor air quality, radon, site geotechnics (soils, foundations, site retention, etc.), wetlands, endangered species, or construction materials testing. TBG can provide these additional services, if requested.

2.2.1 Records Review

Historical Research: Sources such as historical aerial photographs and topographic maps, city directories, and fire insurance maps were reviewed, if reasonably ascertainable, to evaluate the historical usage of the subject site and surrounding properties. Additionally, a chain-of-title and an environmental lien search were reviewed if provided by the Users.

Physical Setting Sources: Various maps, reports, and technical publications were reviewed, and observations of site conditions were made to evaluate the hydrogeological/geological conditions associated with the subject site and surrounding properties. This data can provide pertinent information about the subject site, including soil classification, surface water flow directions, and possibly, an indication of the local directions of surficial aquifer groundwater flow.

Environmental Public Records Review: Reasonably ascertainable local, state, tribal and federal environmental records and the regulatory database search were reviewed to help assess the likelihood of problems from migrating hazardous substance or petroleum products. Public records identifying these facilities can provide indications of the potential for recognized environmental conditions to be present at the subject site.

TBG obtained, reviewed and evaluated reasonably ascertainable information from the Client, Users, subject site owner; local, state, tribal, or federal entities; and the environmental regulatory database search. The conclusions and recommendations of this report are based, in part, on this information. The data reviewed during this investigation appeared to be accurate; however, the provided services do not include the verification of the accuracy or authenticity of information provided by others.

2.2.2 Site Reconnaissance

On-site Reconnaissance: Visual and physical inspections conducted as part of this investigation included walking the interior of the subject site and the subject site perimeter, where accessible. Additionally, observations of access to and egress from the subject site were noted, as well as the presence and condition of any on-site buildings, utilities, or other improvements. This visual and physical inspection of the property focused primarily on its surface features.

Off-site Reconnaissance: Off-site reconnaissance conducted as part of this investigation included visual and physical inspections of the adjoining properties from the subject site boundary and from publicly accessible areas. Additionally, a vehicular reconnaissance of the surrounding properties was conducted. During these inspections, an emphasis was placed on observing the operations or conditions exhibiting the potential for recognized environmental conditions. If any sources were identified, the inspector would document the name and location of the facility.

2.2.3 Interviews

TBG conducted interviews with available individuals familiar with the subject site, as well as local, state, tribal or federal agency representatives, regarding issues which could have an adverse effect on the environmental status of the subject site.

TBG depends on the Client, tenant, and other site personnel to provide data pertinent to determining the environmental status of the subject site, which may or may not exist within public records. The conclusions and recommendations of this report are based, in part, on this information. The data obtained during this investigation appeared to be accurate; however, the provided services do not include the verification of the accuracy or authenticity of information provided by others.

2.2.4 Report Preparation

This report was prepared based upon the information provided by the Site Owner and the User, the observations made during the site reconnaissance, and the information obtained from a review of readily available records. Given the inherent limitations of environmental assessment work, TBG will not

guarantee that any site is free of hazardous or potentially hazardous materials or that latent or undiscovered conditions will not become evident in the future. This report was prepared within the professional conduct of the industry and in accordance with the proposal and the standard terms and conditions presented in the contract. No other warranties, representations or certifications are made.

2.3 Vapor Intrusion

TBG evaluated the potential for vapor intrusion conditions as part of this investigation. A Phase I ESA with RECs associated with volatizing chemicals of concern [such as but not limited to VOCs, SVOC, and TPH and the associated subsets of these analyte lists like BTEX/VOAs, PAHs, and TRPH/TPH (GRO)/TPH (DRO)/TPH (ORO)] being or possibly being present in the subject site's subsurface has the potential for vapor intrusion to occur in the current and/or future site structure(s).

2.4 Limitations

TBG has prepared this assessment for the Client. TBG's assessment represents a review of certain information relating to the subject site that was obtained by methods described above and does not include sampling or other monitoring activities at the property. While TBG has used reasonable care to avoid reliance upon data and information that is inaccurate, TBG is not able to verify the accuracy or completeness of all data and information available during the investigation. Some of the conclusions in this report would be different if the information upon which they are based is determined to be false, inaccurate or incomplete.

TBG makes no legal representations whatsoever concerning any matter including, but not limited to, ownership of any property or the interpretation of any law. TBG further disclaims any obligation to update the report for events taking place after the time during which the assessment was conducted.

This report is not a comprehensive site characterization and should not be construed as such. The opinions presented in this report are based upon the findings derived from a site reconnaissance, a limited review of specified regulatory records and historical sources, and comments made by the interviewees.

Phase I ESAs, by their very nature, are limited. TBG has endeavored to meet what it believes is the applicable standard of care, and, in doing so, is obliged to advise the Client of Phase I ESA limitations. TBG believes that providing information about limitations is essential to help the Client and the Users identify and thereby manage its risks. Through additional research, these risks can be mitigated - but they cannot be eliminated. TBG will, upon request, advise the Client of the additional research opportunities available, their impact, and their cost.

As noted above, the Phase I ESA was conducted at the referenced subject site, and this report was prepared for the sole use of the Client. This report shall not be relied upon by or transferred to any other party without the express written authorization of TBG.

Along with all of the limitations set forth in various sections of the ASTM Standard E 1527-21 protocol, the accuracy and completeness of this report is necessarily limited by the fact that the site was covered with dense trees and vegetation, limiting access to interior portions of the site.

2.4.1 Data Gaps

Data gaps are the lack or inability to obtain information required by ASTM Standard E 1527-21 despite good faith efforts to gather such information, such as, but not limited to, the inability to conduct a site visit, inability to conduct interviews, and the inability to establish historical uses of the subject site or surrounding properties. Not all data gaps are significant, and a data gap will only be discussed in this section if: 1) a data

gap occurs during investigation; and 2) the data gap impairs TBG's ability to meet the objectives of ASTM Standard E 1527-21.

No apparent significant data gaps were noted during the investigation of the subject site.

2.5 Special Terms and Conditions

This report, and the information contained herein, shall be the sole property of TBG until payment of any unpaid balance is made in full. The Client agrees that until payment is made in full, the Client shall not have a proprietary interest in this report, or the information contained herein. TBG shall have the absolute right to request the return of any and all copies of this report submitted to other parties, public or private, on behalf of the Client in the event of nonpayment of outstanding fees by the Client pursuant to TBG's proposal.

2.6 User Reliance

This report is intended for the sole use of Client. Its contents may not be relied upon by other parties without the explicit written consent of TBG. This is not a statement of suitability of the property for any use or purpose.

3.0 SUBJECT SITE DESCRIPTION

3.1 Location

The subject site is comprised of three contiguous parcels of land. One parcel is located at 70 Dora Drive, Atlantic Beach, Duval County, Florida; and is identified by the Duval County Property Appraiser as RE #172122-0000 and comprised of a 2,880-sf parcel located in the southwest corner of the subject site. The second parcel is located at 85 Dora Drive, Atlantic Beach, Duval County, Florida, and is identified by the Duval County Property Appraiser as RE #172119-0000; it is a 62,614-sf parcel comprising the majority of the area of the subject site. The third parcel is located at 1940 Francis Avenue, Atlantic Beach, Duval County, Florida, and is identified by the Duval County Property Appraiser as RE #172118-0000. It is comprised of a 28,271-sf parcel located on the northern property boundary of the subject site. Photographs of the subject site are presented in Appendix A.

A Street Site Location Map is presented as Figure 1. A Topographic Site Location Map is provided as Figure 2. A Site Plan is presented as Figure 3. The figures are included in Appendix B. County property record information for the subject site is included in Appendix C.

3.2 Site and Vicinity Characteristics

At the time of the investigation, the subject site was undeveloped and wooded with large trees and underbrush. A wetland-type area was observed on the northern portion of the subject site. Minor cleared areas were used to gain access and view select portions of the overgrown areas of the site. Overgrown portions of the site could only be partially traversed and generally observed. Less dense areas were used to gain access and view select portions of the overgrown areas of the site. The southern portion of one building and two sheds from a north adjacent business appear to encroach on the northwestern corner of the subject site.

The immediate vicinity surrounding the subject site is primarily characterized by residential, light industrial, and commercial development.

3.3 Current Uses of the Site

The subject site is currently undeveloped and with a small portion of the north adjacent screen-printing business jutting into the northwestern corner of the subject site and a small homeless camp on the northeast corner of the subject site.

3.4 Description of Site Structures and Improvements

The subject site is currently wooded and mostly undeveloped, with the exception of the afore-mentioned storage containers and homeless camp. There were no other structures observed; the only improvement was a small, cleared area at the east end of Dora Drive, located in the western central portion of the subject site.

3.5 Current Uses of Adjoining Properties

The current uses of the adjoining properties are as follows:

Description of Adjoining Parcels			
Direction From Subject Site	**Address**	**Description of Current Use**	**Potential Concerns**
North	NA	Stitches & Screens, residentially developed property, and wooded property	No
South	NA	Residentially developed property and wooded property	No
East	NA	Residentially developed	No
West	NA	Rick's Used Cars, Psychic, and River City Custom Cabinetry	No

The current uses of the adjoining properties do not appear likely to indicate the presence of recognized environmental conditions in connection with the subject site, with the exception of Stitches and Screens, a screen painting business.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

The User did not provide a copy of the historical property ownership chain-of-title, nor was TBG contracted to obtain a copy. It is our understanding that the User will be responsible for completing a review of the property chain-of-title information.

4.2 Environmental Liens or Activity and Use Limitations

The User did not engage TBG to conduct a search for environmental lien or use limitations with respect to the subject site.

4.3 Specialized Knowledge

The User indicated that they did not have any specialized knowledge associated with the site or experiences that may pertain to the recognized environmental conditions identified in connection with the subject site.

4.4 Commonly Known or Reasonably Ascertainable Information

The User was not aware of any commonly known or reasonably ascertainable information about the subject site that would indicate the presence of recognized environmental conditions associated with the property.

4.5 Valuation Reduction for Environmental Issues

The User indicated the property value reflects the current market value.

4.6 Owner, Property Manager, and Occupant Information

According to information provided by the Duval County Property Appraiser's website, the owner of the subject site is Hoose Homes and Investments LLC. The subject site is currently undeveloped and vacant land.

4.7 Reason for Performing Phase I ESA

The User indicated that the Phase I ESA is being performed as part of due diligence for a potential property transaction.

4.8 Degree of Obviousness

The User indicated that, other than several piles of debris that have been deposited on the property over the years, there were not any obvious indicators that contamination is present or likely present at the subject site.

4.9 Project Background

No prior environmental reports or investigations were provided to TBG for review as part of this investigation.

4.10 Other

A map showing a Boundary and Topographic Survey of the subject site dated November 21, 2016, was provided by the user and is included in Appendix F.

5.0 RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the subject site. Accuracy and completeness of recorded information varies among the sources of information, including governmental sources. Record information is often inaccurate or incomplete. Standard sources that are reasonably ascertainable were reviewed by TBG for this Phase I ESA.

5.1 Standard Environmental Record Sources

As a part of this assessment, TBG reviewed information sources to obtain existing information pertaining to hazardous substances or petroleum products on or near the subject site. TBG obtained an ASTM regulatory database search through Envirosite. A copy of the database report is included in Appendix D. TBG also reviewed other available standard environmental record sources on the FDEP OCULUS and Map Direct websites, as needed. The following table presents the summary of the regulatory database report.

Regulatory Database Summary				
Source	**Search Distance**	**Site**	**Adjoining Property**	**Number Within ASTM's Minimum Search Distances**
Federal NPL Facility	1.0 mile	0	0	0
Federal Delisted NPL	0.5 mile	0	0	0
Federal CERCLIS List	0.5 mile	0	0	0
Federal CERCLIS NFRAP Facilities List	0.5 mile	0	0	0
Federal RCRA CORRACTS and TSD Facilities	1.0 mile	0	0	0
Federal RCRA Non-CORRACTS TSD Facilities	0.5 mile	0	0	0
Federal RCRA Generators Lists	Site and adjoining properties	0	1	1
Federal IC/EC Registries	Site Only	0	0	0
Federal ERNS	Site Only	0	0	0
State- and Tribal-equivalent NPL Facilities	1.0 mile	0	0	0
State- and Tribal-equivalent CERCLIS Facilities	0.5 mile	0	0	7
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile	0	0	3
State and Tribal LUST Lists	0.5 mile	0	0	9
State and Tribal Registered UST Lists	Site and adjoining properties	0	0	0
State and Tribal IC/EC	Site Only	0	0	0
State and Tribal Voluntary Cleanup Facilities	0.5 mile	0	0	0
State and Tribal Brownfield Facilities	0.5 mile	0	0	0

5.1.1 Federal, State and County Records Review

The subject site was not identified by the Envirosite or FDEP's Map Direct database searches. Twenty facilities were identified within the ASTM minimum search distances shown in the Envirosite report. TBG prepared a brief summary of the regulatory information for the four facilities identified in the Envirosite report located in closest proximity to the subject site. For more detailed information concerning the mapped facility, please refer to the Envirosite Radius Map Report located in Appendix D of this report.

Facility's Name(s):	Stitches & Screen Inc.
Facility ID:	Envirosite Map ID: 1, FDEP ID #FLR000195958
Database(s):	RCRA_VSQG, ECHO, FRS, MANIFEST EPA
Address(es):	40 Simmons Road, Atlantic Beach, FL
Distance (ft):	Database listing at .012 miles NW of the subject site
Comments:	This facility is listed as a Very Small Quantity Generator of Hazardous Waste. The facility reportedly generates D001 – Ignitable Waste. No violations were reported for the facility. Based on the results of the database review, no offsite concerns were noted from this facility.

Facility's Name(s):	River City Custom Cabinetry
Facility ID:	Envirosite Map ID: 2, FDEP ID #FLR000104315
Database(s):	RCRA_SQG, SQL – FL, ECHO, ERNS, FRS, MANIFEST EPA
Address(es):	1863 Mayport Road, Atlantic Beach, FL
Distance (ft):	Database listing at .015 miles WSW of the subject site
Comments:	This facility is listed as a RCRA and FL Small Quantity Generator of Hazardous Waste. The facility reportedly generates waste paint materials. Several minor violations were reported for the facility over the past 16 years. Based on the results of the database review, no offsite concerns were noted or associated with this facility.

Facility's Name(s):	Affordable Automobile Solutions
Facility ID:	Envirosite Map ID: A5
Database(s):	RCRA_NONGEN, ECHO, FRS
Address(es):	1860 Mayport Road, Atlantic Beach, FL
Distance (ft):	Database listing at .083 miles W of the subject site
Comments:	This facility is listed as a RCRA_NONGEN. No significant violations have been reported for this facility. Based on the results of the database review, no offsite concerns were noted or associated with this facility.

Facility's Name(s):	Cycle Parts | Vett World | DJ's Auto and Tires
Facility ID:	Envirosite Map ID: A6, FDEP ID #FLD040226771
Database(s):	ECHO, FRS, RCRA_NONGEN, RCRA_VSQG, RESP PARTY - FL, SHWS, ERIC - FL, SWRCY - FL
Address(es):	1850 Mayport Road, Atlantic Beach, FL
Distance (ft):	Database listing at .090 miles WSW of the subject site
Comments:	No significant violations have been reported for this facility. Ther RESP PARTY – FL designation is listed as CLOSED. Based on the results of the database review, no offsite concerns were noted associated with this facility.

In addition to reviewing the database report, TBG performed a reconnaissance of the site vicinity to identify any sites not mapped by Envirosite due to inadequate or inaccurate address information and to look for unregistered facilities. No additional facilities of potential concern were observed within the vicinity of the site during the field reconnaissance performed by TBG.

5.2 Additional Environmental Records

TBG reviewed the FDEP's MapDirect website to identify any sites not mapped by Envirosite due to inadequate or inaccurate address information. No other environmental regulatory data sources were reviewed during this investigation.

5.3 Physical Setting Sources

USGS topographic quadrangle maps, database information, and regulatory files available regarding properties of environmental concern in the vicinity of the subject site were reviewed as sources for obtaining information regarding the physical setting of the subject site and surrounding vicinity.

Topography	
Subject Site Elevation (amsl)	13
Surface Runoff Direction	Appears to be to the north
Regional Topography	East/Northeast
Closest Surface Water Body / Direction	A stormwater pond is located approximately 200 feet south of the subject site. The Atlantic Ocean is located approximately one mile to the east of the subject site.
Regional Hydraulic Gradient*	Northeast
Primary Soil Types	Urban Land, Miscellaneous Area; Kureb Series (fine sand)
Other:	None
Source of Information	Site Inspection and Envirosite Database Report

* The groundwater flow direction and the depth to shallow, unconfined groundwater, if present, would likely vary depending upon seasonal variations in rainfall and other hydrogeological features. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the subject site cannot be directly ascertained.

5.4 Historical Use Information On The Property

Historical resources were available from 1918 until the present. In summary, the subject site appears to have been undeveloped, wooded, and vacant property from at least 1918 to the present. There appears to be some use of the western portion of the subject site prior to the 1960s.

The historical sources reviewed are summarized in the following table:

Historical Source	Source Location	Dates Reviewed
Aerial Photographs	Envirosite	1960 to 2021 (and 2023 Google Earth)
Topographic Maps	Envirosite	1918 to 2021
City Directories	Envirosite	1958 to 2018
Property Record Information	DCPA	2022

5.4.1 Aerial Photograph Review

To evaluate the previous land uses of the subject site and surrounding area, a series of historical aerial photographs was reviewed. The aerial photographs provide a progressive overview of land use pertaining to this assessment.

TBG personnel reviewed aerial photographs at various time intervals from 1960 through 2021. Copies of the aerial photographs are provided in Appendix E. Descriptions of TBG's observations are outlined in the following table.

Aerial Photograph Summary			
Source	**Photograph Year**	**Site**	**Adjoining Properties**
USDA	1960	The site appears to be partially wooded. Small residential type structures are visible in the center of the subject site. A light trail or light duty road is visible entering the subject site in the center of the western boundary, trending east-southeast towards the middle of the southern border of the site, where it appears to end. The central portion of the site appears to be cleared.	North: The property appears to be lightly developed with residential structures, followed by a light duty road. South: The property appears to be partially wooded and sparsely residentially developed with light trails running through it. East: The property between the north and south "legs" of the subject site appears to be wooded and undeveloped followed by a light duty road and sparse residential development. West: The property appears partially wooded with sparse residential development, followed by a paved road.
USGS	1963	No significant changes are visible.	No significant changes are visible to the adjoining properties.
USDA	1970	The cleared area in the central eastern portion appears more prominent.	North: The road beyond the structures appears to be improved. South: No significant changes are visible. East: The road beyond the structures appears to be improved. Some residential development is apparent between the northern and southern "legs" of the eastern border of the subject site. West: The road beyond the structures appears to be improved.
USGS	1977	No significant changes are visible.	North: A large structure is visible on the northwest corner of the subject site. South: The trails are no longer visible. East: No significant changes are visible. West: No significant changes are visible.
USDA	1980	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.
NHAP	1983	No significant changes are visible.	North: No significant changes are visible. South: A residential-like structure is visible within the inset along the south-central border of the subject site. East: No significant changes are visible. West: No significant changes are visible.
USDA	1989	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.

Aerial Photograph Summary			
Source	**Photograph Year**	**Site**	**Adjoining Properties**
USGS	1990	The poor quality of the photograph reveals no significant changes.	North: The poor quality of the aerial photograph makes changes difficult to discern. South: The poor quality of the aerial photograph makes changes difficult to discern. East: The poor quality of the aerial photograph makes changes difficult to discern. West: The poor quality of the aerial photograph makes changes difficult to discern.
DOQ	1994	The light duty road (Dora Drive), entering the west adjacent property from the main road to the west, is more visible. A portion of the building on the northwest adjacent property appears to encroach on the subject site.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: The road beyond the commercial development appears to have additional improvements.
DOQ	1999	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: The unimproved road appears to enter the west adjacent property from the main road running east and continuing into the subject site, ending at the east edge of the southern border "inset."
NAIP	2007	Two apparent vehicles are visible parked in the clearing north of the light duty road.	North: No significant changes are visible. South: A small, residential development is visible along a small cul-de-sac. East: Residential development consisting of three structures is clearly visible between the north and south "legs" of the eastern border of the subject site. West: Additional commercial development is visible
NAIP	2010	Tree growth seems to obscure the view of the light duty road.	North: Tree growth makes it difficult to discern changes to the north adjacent property. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.
NAIP	2013	A small structure south of the large north adjacent building is visible on the northwest corner of the subject site.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.
NAIP	2015	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.

Aerial Photograph Summary			
Source	**Photograph Year**	**Site**	**Adjoining Properties**
NAIP	2017	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.
NAIP	2019	No significant changes are visible.	North: No significant changes are visible. South: Some clearing is visible around the residential structure at 80 Dora Drive in the inset on the south border of the subject site. East: No significant changes are visible. West: No significant changes are visible.
NAIP	2021	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.
Google Earth	2023	No significant changes are visible.	North: No significant changes are visible. South: No significant changes are visible. East: No significant changes are visible. West: No significant changes are visible.

5.4.2 Property Ownership Records

According to information provided by the DCPA, the current owner of the 2.16-acre parcel is Hoose Homes and Investment LLC.

5.4.3 Sanborn Fire Insurance Map Review

The HIG Historical Map Collection and the United States Library of Congress Map Collection were searched for fire insurance maps (FIMs), real estate atlases and similar maps for the site location and adjoining properties. No FIMs or similar maps were identified for the site location and/or adjoining properties.

5.4.4 City Directory Review

TBG personnel performed a review of historical city directories for the Jacksonville Beaches and Property Archives at a maximum of five-year intervals, dating back to 1958, to determine if the past occupants/operations of the site and any adjoining properties are a potential environmental concern. City Directories were searched for 1800-1980 Francis Avenue, Simmons Road, 1800-1985 Mayport Road, 1800-1899 Forsyth Court, and Dora Drive.

City Directory Review For 70 and 85 Dora Drive - Subject Site

1958
Street not listed

1964
No listings

1968-1983
Residential listings

1988-2018
Vacant

City Directory Review For 1940 Francis Avenue - Subject Site

1958-2018
Address not listed

City Directory Review For Dora Drive - Adjacent Properties

1968-2018
Residential listing for 80 Dora Drive

City Directory Review For Francis Avenue - East Adjacent Properties

1958
Residential listings, a beauty shop, and a church

1964-1988
Residential listings and a church

1993-2018
Residential listings

City Directory Review For Simmons Road - North Adjacent Properties

1958-1964
Residential listings

1968
Residential listings and a church

1973-1978
Residential listings

1983
Residential listings and Davis Woodworks

1988-2001
Residential listings, woodworking/cabinetry shop and a beauty salon

2006-2018
Residential listings and Stitches & Screens screen printing

City Directory Review For Mayport Road - West Adjacent Properties

1958-1963
Residential listings

1968
Residential listings and a restaurant

1973-1978
Residential listings

1983
Residential listings and a service center

1988
Residential listings and an insurance agency

1993-1998
Residential listings

2001
Residential listings and a psychic reader/advisor

2006-2010
Residential listings and an insurance company

2015-2018
Custom cabinetry, psychic reader/advisor, used cars and detailing, insurance agency, screen printing

City Directory Review For Forsyth Court - South Adjacent Properties

1958-1988
Street not listed

1993-2006
No results

2010-2018
Residential listings

Detailed listings for the years which TBG reviewed are shown in the Envirosite report provided in Appendix E.

5.4.5 Land Use Records

According to the DCPA's website, the land use for the 2.16-acre site is residential.

5.4.6 Other Historical Sources

TBG performed a review of topographic maps provided in the database report as part of this investigation. Topographic maps were provided for 1918, 1937, 1943, 1956, 1956 (revised 1970), 1956 (revised 1980), 1970, 2012, 2015 and 2018. Copies of the topographic maps reviewed are included in Appendix E.

Although the site is situated slightly northwest to southeast, for ease of interpretation the descriptions are provided for north, south, east, and west.

Topographic Map Summary			
Quad	**Year(s)**	**Site**	**Adjoining Properties**
Mayport, Florida	1918	No discerning features are depicted on the subject site. An unimproved road is depicted running diagonally through the subject site from the northwest to the southeast corner.	North: No discerning features are depicted. An unimproved road is depicted running northwest from the northeast corner of the subject site. South: A small area of wooded marsh is depicted southwest of the subject site. An unimproved road is depicted running southeast from the southeast corner of the subject site. East: A small area of wooded marsh or swamp is depicted. West: No discerning features are depicted. A light duty road is depicted running north and south.
Jacksonville Beach, Florida	1948	Three small structures are depicted on the subject site. A stream is shown entering the site from the west and ending in a small pond or marsh area in the center of the subject site.	North: A light duty road is depicted. South: Two small structures are depicted. East: An unimproved road is depicted. Two small structures are depicted immediately east of the subject site. Four or five additional structures are depicted east of the unimproved road. West: Four small structures are depicted, followed by Mayport Road, a primary highway. The stream exits on the west border of the subject site, turns south, and runs parallel to the west border of the site.
Jacksonville Beach, Florida	1949	No discernable changes are apparent.	North: No discernable changes are apparent. South: No discernable changes are apparent. East: No discernable changes are apparent. West: No discernable changes are apparent.
Jacksonville Beach, Florida	1964, N/R; 1964, Revised 1970; 1964, Revised 1981; 1964, Revised 1988; 1964, Revised 1992	The stream mentioned previously is now depicted as an intermittent stream without the small pond/march area.	North: Three small structures are depicted north of the subject site and south of the light duty road. South: No discernable changes are apparent. East: A light duty road is depicted. No other changes are apparent. West: The afore-mentioned stream is now depicted as an intermittent stream.

Topographic Map Summary			
Quad	**Year(s)**	**Site**	**Adjoining Properties**
Jacksonville Beach, Florida	1994	The three structures previously depicted are no longer present.	North: No discernable changes are apparent. Structures are no longer depicted. South: No discernable changes are apparent. Structures are no longer depicted. East: No discernable changes are apparent. Structures are no longer depicted. West: No discernable changes are apparent. Structures are no longer depicted.
Jacksonville Beach, Florida	2012	No discernable changes are apparent.	North: No discernable changes are apparent. South: A light duty road is visible running east off Mayport Road and ending along the southwest corner of the subject sight. East: No discernable changes are apparent. West: A light duty road is depicted at a northwest-southeast angle starting at Mayport Road and ending at the center of the west border of the subject site
Jacksonville Beach, Florida	2015	The road on the west adjacent property now continues into the central portion of the subject site, where it ends. The intermittent stream is no longer depicted.	North: No discernable changes are apparent. South: A road is depicted running west off Francis Avenue and ending towards the center of the south adjacent property. East: No discernable changes are apparent. West: The intermittent stream is no longer depicted.
Jacksonville Beach, Florida	2018	The road is no longer depicted continuing into the subject site.	North: No discernable changes are apparent. South: No discernable changes are apparent. East: No discernable changes are apparent. West: No discernable changes are apparent.
Jacksonville Beach, Florida	2021	No discernable changes are apparent.	North: No discernable changes are apparent. South: No discernable changes are apparent. East: No discernable changes are apparent. West: No discernable changes are apparent.

5.5 Historical Use Information on Adjoining Parcels

TBG reviewed historical records for the adjoining properties dating back to 1918. The earliest available historical topographic map, dated 1918, indicated that Mayport Road was constructed prior to 1918, at which time the areas in the vicinity of the subject site were undeveloped and marshy. Residential-type development is visible around the subject site in the 1948 historical topographic map, with commercial development north and west of the subject site visible starting in the 1960 aerial photograph. The southeast adjacent property showed two small structures on the 1948 topographical map. No other development of this area was noted until a residential development with a cul-de-sac circled by small single-family residences is seen south of the subject site in the 2007 aerial photograph.

6.0 SITE RECONNAISSANCE

6.1 Methodology and Limiting Conditions

Visual and physical inspections conducted as part of this investigation included walking the subject site perimeter, where accessible. Additionally, observations of access to and egress from the subject site were noted, as well as the presence and condition of any on-site buildings, utilities, or other improvements. This visual and physical inspection of the subject site focused primarily on its surface features. Any limitations to the site reconnaissance are detailed in Section 2.4.

6.2 General Site Setting

The subject site is located in a mixed residential, light industrial/commercial area. The subject site is comprised of three real estate parcels totaling approximately 2.16 acres and is undeveloped and wooded. Residential development is located north, east, and south of the subject site. Light industrial/commercial development is located west and northwest of the subject site. Please refer to the site photographs in Appendix A, the Site Plan in Appendix B, and the Aerial Photographs in Appendix E.

6.3 On-Site Reconnaissance

6.3.1 Site Operations, Processes and Equipment

Item or Feature	Observed	REC
Emergency Generators	NO	NA
Air Compressors	NO	NA
Hydraulic Lifts	NO	NA
Drycleaning	NO	NA
Photo Processing	NO	NA
Laboratory Hoods and/or incinerators	NO	NA
Solid Waste and/or Water Treatment Systems	NO	NA
Heating and/or Cooling Systems	NO	NA
Other	NO	NA

6.3.2 Aboveground Chemical or Waste Storage

Item or Feature	Observed	REC
ASTs	NO	NA
Drums, Barrels and/or containers exceeding 5-gallons (individually or aggregate)	NO	NA
Material Safety Data Sheet (MSDS) review	NO	NA
Parts Washer	NO	NA
Other: Hazardous materials usage and waste generation associated with Stiches and Screen operations being conducted in two storage containers located on the subject site.	YES	YES

6.3.3 Underground Chemical or Waste Storage, Drainage or Collection Systems

Item or Feature	Observed	REC
UST or ancillary UST equipment	NO	NA
Sumps, Cisterns, Catch Basins and/or Dry Wells	NO	NA
Grease Traps	NO	NA
Septic Tanks and/or Leach Fields	NO	NA
Oil/Water Separators	NO	NA

Pipeline Markers	NO	NA
Interior Floor Drains	NO	NA
Other	NO	NA

6.3.4 Electrical Transformers / PCBs

Item or Feature	Observed	REC
Pole- or Pad-Mounted Transformers/Capacitors	NO	NA
Other	NO	NA

6.3.5 Releases or Potential Releases

Item or Feature	Observed	REC
Stressed Vegetation	NO	NA
Stained Soil	NO	NA
Stained Pavement or Similar Surfaces	NO	NA
Leachate and/or Waste Seeps	NO	NA
Trash, Debris and/or Waste Materials	YES	YES
Dumping	NO	NA
Disposal Areas	NO	NA
Construction/Demolition Debris	YES	NO
Fill Dirt	YES	NO
Surface Water Discoloration, Sheen and/or Free-Floating Product	NO	NA
Strong, Pungent and/or Noxious Odor(s)	NO	NA
Exterior Pipe Discharges and/or Other Effluent Discharges	NO	NA
Other	NO	NA

Slightly elevated areas of soil, covered with vegetation with visible trash, were observed in the central and the northwestern portions of the subject site. Miscellaneous trash, including paper wrappers, aluminum cans, and plastic bottles, were observed throughout the subject site.

6.3.6 Other Notable Site Features

Item or Feature	Observed	REC
Surface Water Bodies	YES	NO
Quarries and/or Pits	NO	NO
Wells (Irrigation, Potable, Industrial, etc.)	NO	NA
Stormwater Discharges to the subject site	YES	NO

Small mounds of dirt with concrete scraps were observed on the subject site just north of Dora Drive. A shallow drainage ditch crosses the northwestern and western borders of the subject site.

7.0 INTERVIEWS

TBG conducted interviews with the subject site owner, other individuals familiar with the subject site, as well as local, state, tribal or federal agency representatives, where available, regarding issues which could have an adverse effect on the environmental status of the subject site. The people interviewed by TBG are summarized in the following table.

Interviewee	Date Contacted	Relationship to the Investigation	Contact Number
Messages left, no return call	09/18/2023	Jacksonville Fire and Rescue	904-255-3280
Mr. Brian Durden	09/18/2023	Florida Department of Environmental Protection	904-356-1700
Mr. Steve Swann	9/12/2023	City Engineer, City of Atlantic Beach	904-247-5874
Mr. Alex Sifakis	09/18/2023	Owner Representative	904-566-6400

7.1 Interview with Site Owner

TBG provided Mr. Alexander Sifakis, President, JWB Real Estate Capital LLC, with a questionnaire regarding the past and present uses of the subject site. Mr. Sifakis completed the Owner Questionnaire Form on behalf of the owner. According to Mr. Sifakis, the property was purchased on July 14, 2017. Mr. Sifakis stated that the subject site was undeveloped at the time of purchase. No other improvements or developments to the subject site have been made in the current ownership. Mr. Sifakis did not know the history of the subject site prior to purchase. He stated that previous Phase I ESAs were not performed at the property and that the purpose of this Phase I ESA was required by the purchaser. He also stated there were no USTs or ASTs on the property. He did not know if the subject site was used for agricultural purposes in the past. He did not know who supplies the utilities to the site, and he didn't think there was a septic system onsite. He also did not know if there were potable wells or monitor wells onsite. He did not know if any solid or hazardous wastes were ever used, dumped or stored on the subject site. He also did not know of any other environmental concerns. He was not aware of any active liens associated with the subject site. He stated the only environmental concern associated with adjacent properties that he was aware of was an auto dealership next door to the west.

A copy of the completed Site Owner Questionnaire is provided in Appendix F.

7.2 Interview with Site Manager

The subject site is undeveloped and vacant.

7.3 Interviews with Occupants

The subject site is undeveloped and vacant.

7.4 Interviews with Government Officials

TBG contacted Mr. Brian Durden, Florida Department of Environmental Protection, concerning environmental concerns with the subject site area. Mr. Durden was not aware of any environmental issues.

7.5 Interview with User

TBG interviewed Mr. Steve Swann, City Engineer for the City of Atlantic Beach, concerning past and present uses of the subject site. Mr. Swann completed the User Questionnaire Form on behalf of the User.

According to Mr. Swann, he was not aware of any active liens associated with the subject site. He indicated that the User has no further specialized knowledge of the subject site. He did not know of any specific chemicals, spills or environmental cleanups related to the subject site. The Phase I ESA is being performed as due diligence for a potential real estate transaction.

Mr. Swann also completed the Client Information Request Form as the representative for the City of Atlantic Beach. According to Mr. Swann, he was not aware of any previous environmental work done at the subject site.

Dirt and scrap concrete mounds were observed on the subject site parcel. The site owner's representative did not have any specific information concerning it except that he was aware that some debris had been deposited on the site over the years.

A copy of the User Questionnaire completed by Mr. Swann is provided in Appendix F.

7.6 Interviews with Others

TBG attempted to contact Jacksonville Fire and Rescue regarding environmental incidences at the site and in the site area. At the time of this report, the office had not returned our phone calls. During the site inspections several neighbors who reside adjacent to the subject site were asked about the history of the site. None were aware of the site being used as a dump site.

8.0 FINDINGS AND OPINIONS

Based on our field observations, historical research, public records reviews and interviews conducted in accordance with ASTM Standard E 1527-21, the findings of this Phase I ESA are as follows:

1. This assessment has revealed no evidence of recognized environmental conditions associated with the subject site, except for potential impacts associated with:

- Stitches and Screens, a screen printing/painting business which is conducting screen printing operations from two recycled storage containers which are encroaching on the northwest corner of the subject site. Stitches and Screens was identified in the Envirosite database report as a RCRA Hazardous Waste Very Small Quantity Generator.

- Raised mounds of soil with apparent trash in the central and the northwestern portions of the subject site. No information was found concerning the origin of the soil mounded areas observed on the subject site.

2. The subject site is currently heavily wooded, vacant, and undeveloped. Slightly elevated areas, covered with vegetation with visible trash, were observed in the heavy vegetative central and northwestern portions of the subject site. Two shipping containers used by a northern adjacent screening printing company Stitches and Screens appear to be encroaching on the northwestern corner of the subject site. A drainage ditch was observed on the northern portion and along the western border of the subject site.

3. At the time of the site investigation, the subject site was undeveloped and wooded property. Large areas of the subject site were overgrown with trees and vegetation, preventing a thorough ground truthing throughout the property. Possible mounds of trash were observed in areas of the central and northwest portions of the site at the time of the site inspection. A small, cleared area was observed at the end of Dora Drive in the western, central area of the subject site. Also, the um-improved northeast corner section of the subject site on Francis Avenue was occupied by what appeared to be a homeless camp. No commercial septic tanks, seeps, or unusual odors were observed onsite during the site inspection.

4. City directories identified residential listings at the 70 and 85 Dora Drive addresses between 1968 and 1983. 1940 Francis Avenue was not listed. Otherwise, the subject site was not listed or listed as vacant.

5. Based on historical records reviewed, the subject site appears to have been undeveloped in 1918. Beginning in 1948, three structures were visible on the subject site. City directories identified residential listings at the 70 and 85 Dora Drive addresses between 1968 and 1983, after which the addresses were either listed as vacant or unlisted.

6. No potential environmental concerns were noted from the adjacent properties, with the exception of the potential impacts associated with Stitches & Screens, a screen printing/painting business to the northwest and north of the subject site. Residential development followed by Simmons Road is also located to the north or the subject site. Adjacent properties along the eastern site boundary are primarily residentially developed followed by Francis Avenue. West of the subject site are commercial businesses consisting of a used car lot, a psychic, and a custom cabinetry shop followed by Mayport Road. Properties south of the subject site are residentially developed. Based on historical records reviewed, the adjacent properties to the south and east appear to have been primarily either undeveloped and wooded or residential from at least 1918 to the present. Adjacent properties to the north and west appear to have been primarily light industry/commercial and residential from at least 1948 to the present.

7. During the site inspection, no evidence of the use, storage, disposal, or generation of hazardous substances was observed on the subject site, with the exception of Stitches and Screens a screen printing/painting business which is conducting screen printing operations from two recycled storage containers which are encroaching on the northwest corner of the subject site.

8. No evidence of obvious surface discharges, such as stained soil or pavement; stressed vegetation; or roads/pathways likely to have been used for illegal disposal of hazardous waste or petroleum products was observed on the subject site.

9. The subject site was not identified by the Envirosite or FDEP's Map Direct database searches. Twenty facilities were identified within the ASTM minimum search distances shown in the Envirosite report. No potential off-site concerns were noted from these facilities, with the exception of Stitches and Screens, which was identified within the ASTM minimum search distances shown in the Envirosite report and is listed as a Very Small Quantity Generator of Hazardous Waste.

9.0 CONCLUSIONS

We have performed this Phase I ESA in significant compliance with the scope and limitations of ASTM Practice E 1527-21 for the subject site, located in Atlantic Beach, Duval County, Florida. Any exceptions to or deletions from this practice are described in Section 2 of this report. This assessment has revealed no evidence of recognized environmental conditions associated with the subject site, with two exceptions: potential impacts associated with raised mounds of soil with apparent trash in the central and the northwestern portions of the site (no information was found concerning the origin of the mounded areas observed on the site), and impacts from Stitches and Screens, a screen printing/painting business whose two storage containers are encroaching onto the northwest corner of the subject site. The two storage containers are used for screening and spray-painting operations.

10.0 DEVIATIONS

TBG prepared this Phase I ESA in significant compliance with ASTM E 1527-21. No data gaps were encountered that prohibited us from completing this Phase I ESA.

Heavy vegetative growth and standing water limited access to some areas of the site for site reconnaissance purposes.

11.0 NON-ASTM SCOPE ITEMS

Under the terms of the agreement between Client and TBG, no additional services were provided in association with the Phase I ESA. There may be environmental issues or conditions at a site that the Client may wish to assess in connection with commercial real estate that are outside the scope of this practice (the non-scope considerations). No implication is intended as to the relative importance of inquiry into such non-scope considerations, and this list of non-scope considerations is not intended to be all inclusive: asbestos-containing materials; radon; lead-based paint; lead in drinking water; wetlands; regulatory compliance; cultural and historical resources; industrial hygiene; health and safety; ecological resources; endangered species; indoor air quality; and high voltage power lines.

12.0 REFERENCES

No additional references were provided.

13.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

This assessment was completed by Lori C. Sackman, Senior Scientist, and Mr. Philip Elson, Senior Environmental Professional, both employees of TBG. We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional Team as defined in §312.10 of 40 CFR 312 and we have specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject site. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. Qualifications of personnel participating in this assessment are provided in Appendix G.

14.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONALS

Please refer to the title page for signatures of the environmental professionals who prepared and reviewed this Phase I ESA.

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: City Government Week Proclamation

TODAY'S DATE: Sept. 27, 2023

MEETING DATE: Oct. 9, 2023

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager

SUMMARY: 2023 Florida City Government Week is October 16-22. Florida City Government Week is a time for municipalities to provide and foster civic education, collaboration, volunteerism and more. All Florida cities are encouraged to participate, and the Florida League of Cities provides resources to help celebrate what makes cities great.

Cities provide a higher level of service than most governments, and generally receive higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives. Through Florida City Government Week, we hope to increase awareness about city government's role in enhancing the quality of life in communities.

Our 2023 Florida City Government Week components include, but aren't necessarily limited, to the following:

- Mayoral proclamation
- A news release and letter to the editor
- Share educational videos for people of all ages from animated ones for the kids and how-to-get-involved videos for grown-ups
- Promote the City's Priorities, Vision, Mission Statement and Values Statement
- Educate the public on the FY 2023-24 budget
- Employee spotlights
- Daily social media posts continuing our Did Ya Know, AB theme we've used the past three years
- Promote the City's communications platforms, and grow the City's e-newsletter subscription social media follows.

RECOMMENDATION: Assist in the promotion of City Government Week

BUDGET: NA

ATTACHMENT: 2023 Florida City Government Week Proclamation

CITY MANAGER:

Proclamation of the City of Atlantic Beach

in Recognition of

Florida City Government Week

WHEREAS, City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, as a municipal government, the City of Atlantic Beach provides services and programs to enhance the quality of life for all of its residents; and

WHEREAS, City government is administered for and by its citizens, and depends on public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share a responsibility to enhance citizens' understanding of public services and their benefits. Florida City Government Week, a Florida League of Cities initiative, offers an important opportunity for elected officials and City staff to spread the word to all citizens that they can shape and influence this segment of their government; and

WHEREAS, during this year's Florida City Government Week, Atlantic Beach will engage citizens in activities designed to teach them about municipal government. These efforts serve the City of Atlantic Beach's commitment to fostering a well-informed, involved public, which is integral to our shared mission of an efficient government working for its people.

NOW, THEREFORE, I, Curtis Ford, Mayor of the City of Atlantic Beach, Florida, do hereby proclaim October 16-22, 2023, as

FLORIDA CITY GOVERNMENT WEEK

in Atlantic Beach and encourage all citizens, city government officials and employees to assist in efforts that recognize and celebrate our local government.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 9th day of October 2023.

_____

Curtis Ford, Mayor

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM:	Interlocal Agreement among the City of Jacksonville, City of Atlantic Beach, City of Neptune Beach, City of Jacksonville Beach, and the U.S. Naval Station Mayport Commander for conducting the 2023 Sea and Sky Air Show
SUBMITTED BY:	William B. Killingsworth, City Manager
TODAY'S DATE:	Oct. 5, 2023
MEETING DATE:	Oct. 9, 2023
BACKGROUND:	The Blue Angels Sea and Sky Air Show returns to Jacksonville Beach on Oct. 21-22, 2023. This agreement assures the City of Atlantic Beach's cooperation in the administration of the event, as the need may require, with the City's support promoting the event. Through a mutual aid agreement, six Atlantic Beach police officers are assigned to support the event at a City-incurred cost of about $5,000.
BUDGET:	While the Police Department works cooperatively with the City's partnering agencies via a mutual aid request independent of this agreement, the anticipated budgetary impact of this Interlocal Agreement is negligible.
RECOMMENDATION:	Commission approve the Interlocal Agreement
ATTACHMENT:	2023 Sea and Sky Air Show Interlocal Agreement

REVIEWED BY CITY MANAGER: 

Prepared by and Return to:
Harry M. Wilson, IV, Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

SEVENTH REVISED INTERLOCAL AGREEMENT AMONG THE CITY OF JACKSONVILLE, FLORIDA; THE CITY OF ATLANTIC BEACH, FLORIDA; THE CITY OF JACKSONVILLE BEACH, FLORIDA; THE CITY OF NEPTUNE BEACH, FLORIDA; AND THE COMMANDER, U.S. NAVAL STATION MAYPORT, U. S. NAVY FOR CONDUCT OF THE SEA AND SKY AIR SHOW.

THIS SEVENTH REVISED INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2023 by and among the below-listed parties and supersedes the original Interlocal Agreement by and among the parties made and entered into March 12, 2001, as revised for the first time on October 9, 2003, as revised for the second time on August 4, 2005, as revised for the third time on November 2, 2007, revised for the fourth time on October 28, 2009, as revised for the fifth time on October 15, 2015 and revised for the Sixth time on October 24, 2019 and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the "Effective Date"). The parties to this Agreement are:

THE CITY OF JACKSONVILLE, FLORIDA, a consolidated municipal/county government, making the General Services District within the territorial boundaries of Duval County, Florida (hereinafter referred to as "JACKSONVILLE"), pursuant to authority in Section 111.105, *Ordinance Code*; and

THE CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "ATLANTIC BEACH"); and

THE CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "JACKSONVILLE BEACH"); and

THE CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "NEPTUNE BEACH"); and

THE COMMANDER, U.S. NAVAL STATION MAYPORT, UNITED STATES NAVY (hereinafter referred to as "CNSM").

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IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. SUMMARY. This Agreement defines the covenants and responsibilities governing the Sea and Sky Air Show, to be held on October 21-22, 2023 (hereinafter sometimes referred to as the "Event", as the context allows). It is an extended celebration of city events, United States Armed Services activities and family entertainment programs to be held periodically in the Jacksonville area. The primary goals of the Event are to foster positive community relations and to support military recruiting efforts. The Event is intended to be an annual regional attraction with air show sites alternating between Naval Air Station Jacksonville and the Jacksonville Beach Oceanfront (this Agreement shall pertain exclusively to Events held at the Jacksonville Beach Oceanfront).

2. PURPOSE. This Agreement formally creates a relationship among the parties for the following purposes:

2.1. To provide JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and neighboring beach cities/communities along with the high concentration of Naval commands and their service members a celebration that showcases the military's presence in the region.

2.2. To foster positive community relationships by (a) creating an opportunity for long term, mutual cooperation and commitment among city governments and Naval commands to conduct a bi-annual event of regional attraction at an opportune time of year for the cities and their business communities; and (b) supporting Armed Service recruiting by offering an exciting family entertainment program which may include an air show and a demonstration of military capabilities.

3. RESPONSIBILITIES. The parties shall have the following responsibilities, which may be supplemented or more specifically defined as necessary, from time to time, for the conduct of the Event:

3.1. JACKSONVILLE:

3.1.1. *Special Events Production and Coordination*. The Office of Special Events (hereinafter referred to as the "OSE") represents JACKSONVILLE's interests and shall provide special events production expertise and coordination for the Events held at the Jacksonville Beach Oceanfront. The OSE will share in the responsibility of arranging and conducting the Sea and Sky Air Show with ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and CNSM.

3.1.2. *Event Promotion.* JACKSONVILLE shall have the overall responsibility for promoting the Event as a regional attraction.

3.1.3. *Monetary Contribution.* Subject to an appropriation of funds therefore by the Jacksonville City Council, JACKSONVILLE will provide and fund various services necessary to produce the Event. Such services shall include police, private security, fire and rescue support services, advertising and marketing, Jacksonville Transportation Authority shuttles, air show consultant, air show acts, sound and entertainment, VIP area, liability insurance and event maintenance (collectively and individually referred to as the "JACKSONVILLE Services"). JACKSONVILLE may provide services in addition to the above JACKSONVILLE Services, to the extent that such additional services become necessary to produce the Event; *provided however,* such additional services shall not be provided or required hereunder unless and until such time as this Agreement is amended, in writing, for the inclusion of such additional services.

3.2. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH:

3.2.1. Monetary Contribution. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH are not required to contribute any sponsorship funds for the 2023 Sea and Sky Air Show.

3.2.2. *Support Services.* Within their respective city limits, and/or as the need may require, ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall provide and fund parks and public works staffing, police, fire and rescue support services for the Sea and Sky Air Show, including, without limitation, police services, crowd and traffic control, parking and refuse collection at the request of JACKSONVILLE. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH recognize and acknowledge that crowd sizes and logistics, as well as financial considerations, may require joint sharing of these responsibilities and expenses as matters develop, and agree to cooperate, in good faith, to reach equitable sharing arrangements as such prove to be necessary. JACKSONVILLE shall provide and fund staffing police, fire and rescue support services only to the extent that the circumstances surrounding the

Sea and Sky Air Show require supplementing such services, as determined by JACKSONVILLE, in its sole and exclusive discretion.

3.2.3. *Sea and Sky Air Show Facility.* JACKSONVILLE BEACH shall provide property for the Sea and Sky Air Show as set forth in Exhibit A attached hereto and incorporated herein by this reference. The aforementioned property shall be sufficiently available for the placement of tents, display booths, and other festival requirements as necessary and approved by the JACKSONVILLE BEACH City Manager and shall be consistent with JACKSONVILLE BEACH's Code of Ordinances and items as set forth in Exhibit A.

3.2.4. *Responsibility for Sea and Sky Air Show.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH City Managers or their designated representatives shall share responsibility for arranging and conducting the Sea and Sky Air Show with JACKSONVILLE's OSE and CNSM; *provided however*, said OSE shall have the final or ultimate decision making authority, subject only to Section 3.2.3. above.

3.2.5. *Event Promotion.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall have secondary responsibility and secondary approval authority for promoting the Event as a regional attraction.

3.3. NAVY/CNSM:

3.3.1. *Air Show Responsibility.* The Commanding Officer of Naval Station Mayport (hereinafter referred to as "NSM") has primary responsibility for activities conducted for the Air Show at NSM and is charged with support of the Sea and Sky Air Show by staging performing aircraft and by cooperating with JACKSONVILLE to arrange and conduct the military demonstration at the Sea and Sky Air Show.

3.3.2. *Prohibition Against Use of Funds.* In compliance with federal regulations, fiduciary support raised on base via Naval Station Morale, Welfare and Recreation Non-appropriated Fund Activities may not be used to support external activities.

4. JACKSONVILLE SEA AND SKY AIR SHOW OCEANFRONT AIR SHOW COMMITTEE.

4.1. There shall be created a Sea and Sky Air Show Committee (hereinafter referred to as the "Committee") with membership of the parties and shall operate as follows:

4.1.1. *Membership.* JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and the Commanding Officer of Naval Station Mayport each shall have membership on the Committee. This Committee shall advise JACKSONVILLE on the production of the Sea and Sky Air Show. This includes, but is not limited to, hiring of sponsorship/advertising companies and/or air show consultants; *provided however*, the Commanding Officer of Naval Station Mayport shall have no responsibility or involvement whatsoever with sponsorship matters.

4.1.2. *Final Authority.* The parties agree that decisions of the OSE, as to accounting, expenditures, marketing, staging, logistics, placement, consultants, contractors, vendors, scheduling, coordination and all other matters related to and/or contemplated herein, shall be final, except for: (a) any decision that may adversely impact the ability of ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH to provide normal city services, including, but not limited to Police, Fire and Rescue, as determined by the City Managers of those cities; and (b) activities occurring on Navy property or involving Navy equipment or personnel; only as to activities on Navy Property or involving Navy personnel or equipment, shall the decisions of CNSM, as delegated above in Section 4.1.1, be final.

4.2. *Funding and Fund Carryovers.* JACKSONVILLE (excluding the Commanding Officer of Naval Station Mayport, as provided above) shall have the exclusive right to conduct sponsorship campaigns and enter into sponsorships in connection with the Sea and Sky Air Show. In addition to such funding and sponsorship campaigns, the parties (except for CNSM) may elect, but are not obligated to provide additional financial support for the Sea and Sky Air Show. In the event a party contributes funds to the City under this Agreement, and there is a surplus of funds available on final funding, from the Sea and Sky Air Show, such surplus shall be held by JACKSONVILLE, for available use in the next scheduled Sea and Sky Air Show, unless such event will not take place the following term or JACKSONVILLE determines specific other uses for such surplus funds.

5. TERM OF AGREEMENT. This Agreement shall have an approximately four (4) month term, commencing from the Effective Date to December 31, 2023, unless subsequently amended. This Agreement may be renewed by written agreement by all parties.

6. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, Florida, as required by Section 163.01(11), Florida Statutes. Such recording shall be perfected by the Office of General Counsel for JACKSONVILLE.

7. TERMINATION. Any party may withdraw from this Agreement, without cause, by giving ninety (90) days advance written notice to the other parties, by certified mail return receipt requested or by other delivery with written receipt. Such advance written notice shall be sent to the party representative or successor as shown on the signature pages, to the addresses stated thereon. If the remaining parties so desire, they may continue this Agreement, as to its terms and conditions, by formal, mutual execution of a letter agreement memorializing the same.

8. MAXIMUM INDEBTEDNESS. No funds are encumbered in connection with this Agreement. All parties hereto shall be responsible for all costs and expenses incurred in connection with the performance of their respective obligations under this Agreement.

9. SEVERABILITY. If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

10. SECTION HEADINGS. All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

11. CONSTRUCTION. The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentum*" shall not be applied to the interpretation of this Agreement.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. COUNTERPARTS. This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

By:_____
Name: James R. McCain, Jr.
Title: Corporation Secretary

CITY OF JACKSONVILLE

By:_____
Name: Donna Deegan
Title: Mayor

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this day of, _____ by Donna Deegan, Mayor, and James R. McCain, Jr., Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____
(NOTARIAL SEAL)

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and un impounded balance in the appropriation to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
City Contract Number:_____

Form Approved:

_____
Office of General Counsel
Procurement Award #_____

GC-#1587677-v1-Seventh_Revised_Sea_&_Sky_Interlocal_Agreement_2023.docx

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

By:_____
Donna L. Bartle, City Clerk
800 Seminole Road
Atlantic Beach, FL 32233

CITY OF ATLANTIC BEACH

By:_____
William B. Killingsworth, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presences or ___ online notarization, this day of, _____, by Donna L. Bartle, and William B. Killingsworth, the City Clerk and City Manager respectively, of the City of Atlantic Beach, a municipal corporation in Duval County, Florida,

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

IN WITNESS WHEREOF, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

By:_____
Sheri Gosselin, City Clerk
11 North 3rd Street
Jacksonville Beach, FL 32250

CITY OF JACKSONVILLE BEACH

By:_____
Christine Hoffman, Mayor
11 North 3rd Street
Jacksonville Beach, FL 32250

By:_____
Mike Staffopoulos, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this day of, _____, by Christine Hoffman, Mike Staffopoulos and Sheri Gosselin, the Mayor, the City Manager and the City Clerk respectively, of the City of Jacksonville Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

By:_____
Catherine Ponson, City Clerk
116 1st Street
Neptune Beach, FL 32266

CITY OF NEPTUNE BEACH

By:_____
Richard Pike, City Manager
116 1st Street
Neptune Beach, FL 32266

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this day of, _____, by Richard Pike and Catherine Ponson, the City Manager and the City Clerk respectively, of the City of Neptune Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

IN WITNESS WHEREOF, the Commander US Naval Station Mayport, United States Navy, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST: **NAVY**

By:_____ By:_____
Type/Print Name:_____ Brian A. Binder, Captain, United States Naval
Title:_____ Station Mayport

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or ___ online notarization, this day of, _____, by Brian A. Binder, as Captain of the United States Navy.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

GC-#1587677-v1-Seventh_Revised_Sea_&_Sky_Interlocal_Agreement_2023.docx

EXHIBIT A

Event Site:
City Limits of Jacksonville Beach; Specifically, but not limited to upon mutual agreement in writing, use areas are:

- The Jacksonville Beach Pier Parking Lot.
- The parking area located between the Jacksonville Beach Pier and 1st Street N and the Jacksonville Beach Pier Parking Lot
- Latham Plaza.
- Seawalk Pavilion Lawn and Stage.
- The parking Lot between 3rd and 4th Avenue N and 1st Street N by the Ritz.
- (20) spaces in the parking lot between 3rd and 4th Avenue N and 2nd Street N. (CRA Lot)
- The Municipal Parking Lot between Beach Blvd. and 1st Avenue N and 1st Street N and 2nd Street N.
    - JACKSONVILLE BEACH employees must find alternate parking.
- 1st Street N between the northern most entrance to the "Four Points by Sheraton Jacksonville Beachfront" and 1st Avenue N.
- The Beachside Parking Lot between 1st and 2nd Avenue N and 1st and 2nd Street N behind Campeche Bay will be used to offset business employee parking, this will be managed by JACKSONVILLE BEACH.

Setup:
City of Jacksonville shall have exclusive use of the above Event Site use areas beginning Friday, October 13, 2023 at 6:00 a.m. for event setup. JACKSONVILLE will inform JACKSONVILLE BEACH of a detailed setup schedule no later than September 29, 2023 and some event site use areas may not be needed beginning as early.

Teardown:
City of Jacksonville shall be complete with event teardown within the above Event Site use areas no later than Wednesday October 25, 2023 at 10:00 a.m. All areas shall be left clean and free of any event related debris or materials by the conclusion of teardown.

Food: All Food vendors may be inspected by the Florida Division of Hotels and Restaurants and Jacksonville Beach Fire Marshal's Office prior to opening to ensure they are in compliance. A schematic of food vendor set up to be provided two weeks prior to the event with the understanding that last minute changes may occur. Food vendors must be set up and ready one hour prior to the event start.

Additional Barricades:
JACKSONVILLE and JACKSONCILLE BEACH, along with CNSM will provide additional barricades.

Garbage:
JACKSONVILLE will provide personnel and garbage trucks, garbage cans and bags to dispose of all garbage within the Event Site use areas from setup through teardown.

Alcohol:
JACKSONVILLE will provide JACKSONVILLE BEACH with a copy of the alcohol beverage license and locations of all sales. All areas selling/serving alcoholic beverages must be fenced off with signage stating NO ALCOHOL BEYOND THIS POINT per JACKSONVILLE BEACH Special Event Policy. Last call must be 30 minutes prior to the end of the event and sales cease 15 minutes prior to the end.

Road Closures:
JACKSONVILLE and JACKSONCILLE BEACH will mutually agree on all road closures. 1st Street N between the northern most entrance to the "Four Points by Sheraton Jacksonville Beachfront" and 1st Avenue N must be fully closed October 19, 2023 at 8:00 a.m. through October 23, 2023 at 8:00 a.m. JACKSONVILLE will only close this portion of the road overnight if needed for the event. All other roads will remain closed until 6:00 p.m. on October 21, 2023 and 7:00 p.m. on October 22, 2023.

Beach Use:
The beach will be open to the public for this event, including swimming, excluding the performance showbox. It is the responsibility of JACKSONVILLE BEACH to maintain garbage, including the garbage cans, on the beach anywhere from the dunes eastward.

Beach Driving:
Only JACKSONVILLE BEACH city personnel and CNSM personnel may drive on the beach. CNSM personnel will need to contact the Ocean Rescue Captain to gain clearance to drive on the beach.

Contacts:
JACKSONVILLE and JACKSONVILLE BEACH to provide a comprehensive list of all key personnel.

1. **FEES:**

   JACKSONVILLE BEACH waives all fees for this event.

   Per JACKSONVILLE BEACH Special Events Policy, no paint or spray paint, other than marking chalk to layout event setup, shall be used on the Facility Rental Area, City Facilities, event routes, sidewalks, roads, right-of-ways or other public property. Event organizer/producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them.

2. SCHEDULE OF ACTIVITIES:

Event

Friday, October 20: 9:00 a.m. – 4:00 p.m.
Saturday, October 21: 11:00 a.m. – 4:00 p.m.
Sunday, October 22: 11:00 a.m. – 4:00 p.m.
The above times do not account for any weather delays and are subject to change. JACKSONVILLE and JACKSONVILLE BEACH will mutually agree in their reasonable discretion on any extensions due to delays from weather.

3. GENERAL RULES

a) The event area and layout must ensure unrestricted access to the site for emergency vehicles.

b) A 10' fire lane must be maintained inside the blocked street portion(s) to ensure that the barricades can be moved and emergency vehicles have easy access in the event of an emergency. Fire hydrants within the area must be left unobstructed for easy access.

c) No vehicles may be driven on the grass at Latham Plaza or Seawalk Pavilion. Vehicles may be driven on the major paver sidewalks running east/west through the venue.

d) In-ground staking of snipe signs and banners known as thunder flags, teardrop or feather banners are NOT allowed on City right-of-ways.

e) Staking is NOT allowed in the Latham Plaza/Seawalk Pavilion area, streets, or municipal parking lots. Tents, inflatables, feather banners etc. must be weighted, not staked, to be secured to the ground. The securing of signs, banners, tents, inflatables, etc. to any landscape or hardscape is NOT permitted.

f) No trenching is permitted.

g) No releasing of any type of balloons is permissible.

4. AMPLIFIED MUSIC:

Ambient music may be played within the event area.

Permitted Hours: 10 AM – 4:30 PM. Sound and decibel levels are permitted and limited to a noise level not to exceed 85dB (A) more than three (3) times in any continuous 60-minute period when measured by a sound level meter meeting National Standard Specifications. The measurement is made at any point outside the property line from where the noise is transmitted. Permission is contingent upon the Police Department's ongoing evaluation of compliance with the City's noise ordinance (Chapter 18 NOISE) and the impact on the neighborhood. If complaints are received, you may be required to turn the noise level down. If compliance is not maintained, you may be required to cease all amplified sound.

All music/sound must cease by 4:30 PM unless the event is extended due to a weather delay.

5. ALCHOLIC BEVERAGES:

Only beer and wine products can be sold. No hard alcohol is allowed. Selling, distributing, or consumption of hard alcoholic beverages is strictly prohibited. **JACKSONVILLE must bring the alcohol license application to the Director of Planning and Development for his signature at City of Jacksonville Beach City Hall located at 11 North Third Street, Jacksonville Beach, Fl. 32250 along with a diagram of each area where alcohol will be sold.**

6. TENTS, VENDORS and BOOTHS:

All tents, vendors, and booths are subject to a fire safety inspection as outlined by the Florida Fire Prevention Code.

A complete schematic will be provided listing all vendor participants prior to the event.

All Food Vendors must place a tarp under all cooking areas and Food Trucks must have a tarp under their engine to prevent any oil drippings.

7. HEALTH AND SANITARY REQUIREMENTS:

Temporary Bathroom Facilities:

JACKSONVILLE is required to provide adequate temporary bathroom facilities for the event including facilities for handicap access. The port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming

the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, hardscape, or any other part of the Event Site use area. Units may NOT be washed down on site but must be returned to the provider's facility for cleaning.

8. SITE INSPECTION

JACKSONVILLE will designate a person to do the walk-thru and take possession of the keys.

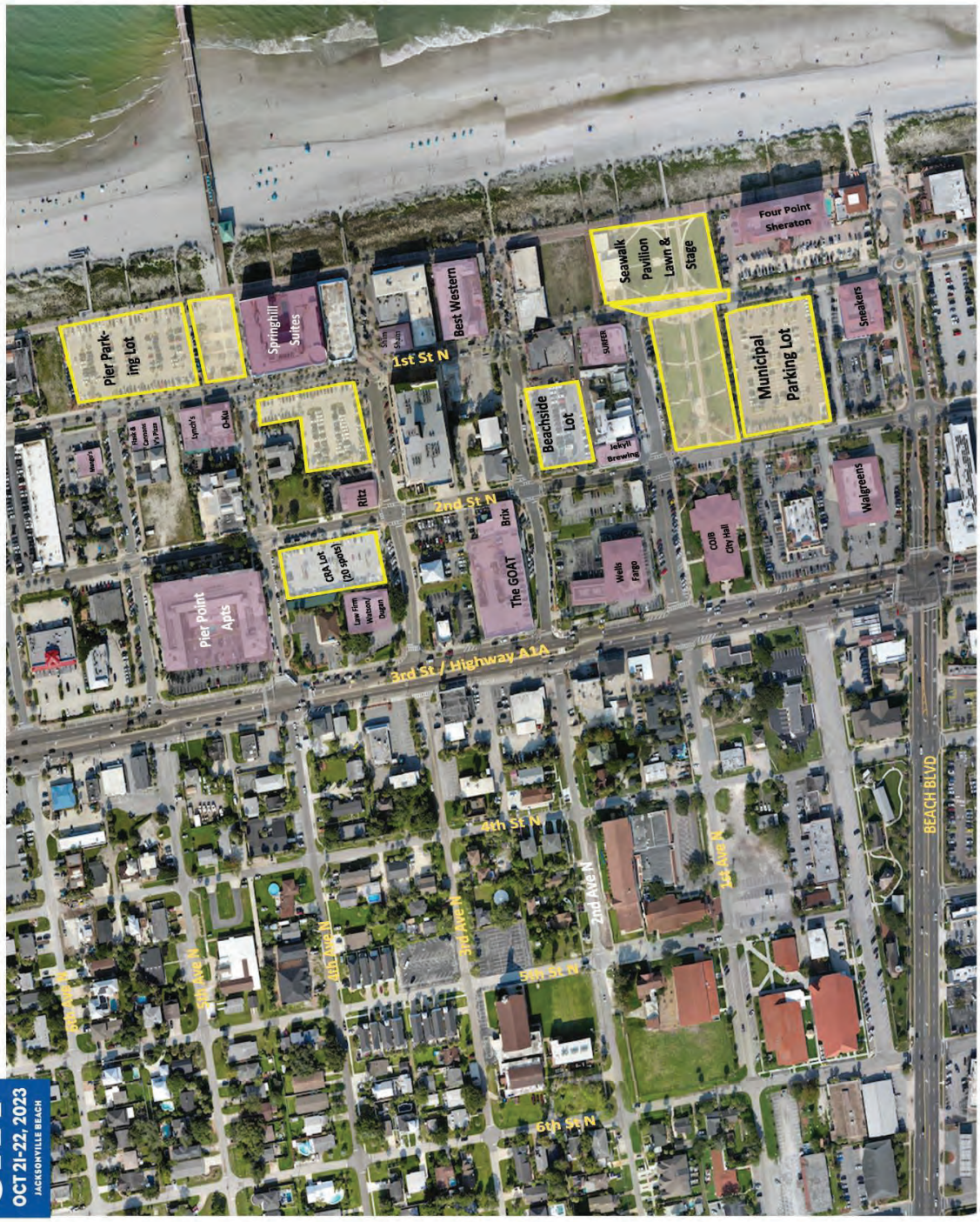
A Pre-Walk Thru will be performed on: Monday, October 16, 2023

A Post-Walk Thru will be performed on: Wednesday, October 25, 2023

9. PUBLIC ANNOUNCEMENTS:

Public announcements must be made throughout the event to remind attendees to access the Beach via authorized Beach crossovers, to keep off the sand dunes, and not to pick sea oats per Florida State law.

Exhibit A-1—Event Sites



SEA AND SKY
OCT 21-22, 2023
JACKSONVILLE BEACH

Page 2

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM:	Resolution No. 23-38 repealing and replacing Resolution No. 23-20 establishing the ad hoc Safety, Traffic and Parking Committee
SUBMITTED BY:	Kevin Hogencamp, Deputy City Manager, for Mayor Ford
TODAY'S DATE:	Oct. 5, 2023
MEETING DATE:	Oct. 9, 2023
BACKGROUND:	Mayor Ford desires to update the resolution creating the Safety, Traffic and Parking Committee to reflect his desire for the Committee to select the Chair from among its membership.
BUDGET:	NA
RECOMMENDATION:	Commission review and consider adopting Resolution No. 23- 38.
ATTACHMENT(S):	Resolution No. 23-38 Clean Version Resolution No. 23-38 Markup Resolution No. 23-20

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 23-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 23-20 ESTABLISHING THE SAFETY, TRAFFIC AND PARKING COMMITTEE; ADOPTING THE COMMITTEE PURPOSE; ADOPTING CERTAIN PROVISIONS GOVERNING THE COMMITTEE; ESTABLISHING CITY STAFF ADMINISTRATIVE SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boards and Committees established by the Mayor and Commission of the City of Atlantic Beach provide many valuable services to the community by enlisting citizen volunteers to provide input and consideration upon important issues that affect the daily lives of citizens in the community; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens of Atlantic Beach to create an advisory committee to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

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

SECTION 1. Creation. There is hereby created and established the Safety, Traffic and Parking Committee (hereafter referenced as the "Committee").

SECTION 2. Purpose. The purpose of the Committee is to review matters pertaining to safety, traffic and parking, and make recommendations to the Mayor and Commission as to changes and revisions to the City's transportation system, processes and policies.

SECTION 3. Membership, Appointees and Staff Support.

(a) There will be a total of nine (9) members on the Committee to include two (2) persons who are electors within each of the four City Commission districts, and who are appointed by the City Commission members representing the district in which the Committee members live; and one (1) person who is an elector appointed by the Mayor. Those members are:

- District 1306 – Brinkley Harrell and Frederick Jones
- District 1307 – John Reich and Michael Tari
- District 1308 – Richard Arthur and Kelly Fanning
- District 1312 – James Johnson and Grace Neville
- Mayor – Ken Caudle

(b) The Committee shall be supported by an appointee of the City Manager;

SECTION 4. Charge/Additional Work.

(a) The Committee's charge shall be to review safety, traffic and parking matters, and make recommendations to the City Commission that aim to improve transportation, mobility and parking systems, processes and policies in the City. The Committee's work plan shall begin with a traffic and parking data collection phase, including an assessment of existing conditions. Consultation with City staff and other subject-matter experts, along with soliciting public/stakeholder input, shall follow. Finally, the Committee shall undertake a deliberative phase to review the data and input it receives, and formulate conclusions and recommendations for submittal in a report to the City Commission. The report shall define ideal traffic and parking scenarios and delineate recommendations for remedial action to achieve them.

(b) The Committee shall undertake such additional work as requested by the City Manager or City Commission.

SECTION 5. Meetings and Notice. The meetings of the Committee shall be set at regular times upon the call of the chair or a majority of the members of the Committee, and will be open to the public and notice of meetings shall be provided in accordance with state law.

SECTION 6. Committee Officers and Associated Duties. The Committee shall elect a chair and vice chair from among its membership, and it shall further elect a secretary from among its membership who shall be responsible for working with City staff in preparing the following: (1) the agenda; (2) minutes of each meeting (and their prompt recordation with the City), and (3) a final report of all proposed recommendations. The Committee may elect other officers it deems advisable from among its regular members for the proper governance of its meetings and charge. The chair shall preside at all meetings of the Committee. In the temporary absence or disability of the chair, all duties of the chair shall be performed by the vice chair. In all cases involving points of parliamentary law, "Robert's Rules of Order" shall be the book of reference, and its rules, so far as they are applicable and not in conflict with the provisions of the City's Charter, Code, or other City ordinances, shall be the rules of this Committee.

SECTION 7. Quorum. The Committee quorum is five (5) members. The Committee shall take no official action unless a quorum is present at a meeting. Any official acts by the Committee shall require a majority vote of the members present; however, no report to the City Commission shall be adopted unless favorably voted upon by a majority of the entire membership of the Charter Review Committee.

SECTION 8. Subcommittees Prohibited. The committee shall perpetually meet as a Committee of the Whole; no subcommittee shall be appointed.

SECTION 9. Sunset. The Committee shall automatically sunset, expire and cease to exist on November 11, 2024, in conjunction with the expiration of the Mayoral term and two City Commission terms.

SECTION 10. Removal or Resignation of a Committee Member. Any member who fails to attend two (2) consecutive regularly scheduled meetings, subject to excused absence rules as decided by the chair of the Committee, shall be declared to have vacated his/her Committee seat, which shall be evidenced by the Committee chair notifying the City Clerk of such vacancy in writing. A member may choose to resign from the Committee at any time by giving written notice to the City Clerk. At such time, the City Commission may fill such vacancy in its discretion.

SECTION 11. Compliance with Laws. The Committee and each member shall comply with all applicable federal, state and local laws including, but not limited to, the Florida Government in the Sunshine Law, Florida Code of Ethics for Public Officers and Employees, Florida Public Records Law, and related provisions of the City's Charter, Code of Ordinances and applicable resolutions, as may be amended from time to time.

SECTION 12. Coordination with City Staff and the City Commission. Working collectively, the Committee shall coordinate with City staff on any needs within its scope and mission. Staff may be assigned by the City Manager, City Clerk or City Attorney, as necessary, to provide aid, guidance and insight into City government operations or functions. Notice of meetings shall be the responsibility of City staff. The Committee shall provide a report of its activities to the City Commission periodically at a frequency established by the Committee or upon request from any City Commission member. If required, City staff will be responsible for the collection and expenditure of any City funds in accordance with purchasing guidelines.

SECTION 13. Effective Date. This Resolution shall take effective immediately upon its final passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, Florida, this 9th day of October, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

RESOLUTION NO. 23-~~20~~38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 23-~~11~~ 20 ESTABLISHING THE SAFETY, TRAFFIC AND PARKING COMMITTEE; ADOPTING THE COMMITTEE PURPOSE; ADOPTING CERTAIN PROVISIONS GOVERNING THE COMMITTEE; ESTABLISHING CITY STAFF ADMINISTRATIVE SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boards and Committees established by the Mayor and Commission of the City of Atlantic Beach provide many valuable services to the community by enlisting citizen volunteers to provide input and consideration upon important issues that affect the daily lives of citizens in the community; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens of Atlantic Beach to create an advisory committee to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

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

SECTION 1. Creation. There is hereby created and established the Safety, Traffic and Parking Committee (hereafter referenced as the "Committee").

SECTION 2. Purpose. The purpose of the Committee is to review matters pertaining to safety, traffic and parking, and make recommendations to the Mayor and Commission as to changes and revisions to the City's transportation system, processes and policies.

SECTION 3. Membership, Appointees and Staff Support.

(a) There will be a total of nine (9) members on the Committee to include two (2) persons who are electors within each of the four City Commission districts, and who are appointed by the City Commission members representing the district in which the Committee members live; and one (1) person who is an elector appointed by the Mayor. Those members are:

- District 1306 – Brinkley Harrell and Frederick Jones
- District 1307 – John Reich and Michael Tari
- District 1308 – Richard Arthur and Kelly Fanning
- District 1312 – James Johnson and Grace Neville
- Mayor – Ken Caudle

(b) The Committee shall be supported by an appointee of the City Manager;

SECTION 4. Charge/Additional Work.

(a) The Committee's charge shall be to review safety, traffic and parking matters, and make recommendations to the City Commission that aim to improve transportation, mobility and parking systems, processes and policies in the City. The Committee's work plan shall begin with a traffic and parking data collection phase, including an assessment of existing conditions. Consultation with City staff and other subject-matter experts, along with soliciting public/stakeholder input, shall follow. Finally, the Committee shall undertake a deliberative phase to review the data and input it receives, and formulate conclusions and recommendations for submittal in a report to the City Commission. The report shall define ideal traffic and parking scenarios and delineate recommendations for remedial action to achieve them.

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SECTION 7. Quorum. The Committee quorum is five (5) members. The Committee shall take no official action unless a quorum is present at a meeting. Any official acts by the Committee shall require a majority vote of the members present; however, no report to the City Commission shall be adopted unless favorably voted upon by a majority of the entire membership of the Charter Review Committee.

SECTION 8. Subcommittees Prohibited. The committee shall perpetually meet as a Committee of the Whole; no subcommittee shall be appointed.

SECTION 9. Sunset. The Committee shall automatically sunset, expire and cease to exist on November 11, 2024, in conjunction with the expiration of the Mayoral term and two City Commission terms.

SECTION 10. Removal or Resignation of a Committee Member. Any member who fails to attend two (2) consecutive regularly scheduled meetings, subject to excused absence rules as decided by the chair of the Committee, shall be declared to have vacated his/her Committee seat, which shall be evidenced by the Committee chair notifying the City Clerk of such vacancy in writing. A member may choose to resign from the Committee at any time by giving written notice to the City Clerk. At such time, the City Commission may fill such vacancy in its discretion.

SECTION 11. Compliance with Laws. The Committee and each member shall comply with all applicable federal, state and local laws including, but not limited to, the Florida Government in the Sunshine Law, Florida Code of Ethics for Public Officers and Employees, Florida Public Records Law, and related provisions of the City's Charter, Code of Ordinances and applicable resolutions, as may be amended from time to time.

SECTION 12. Coordination with City Staff and the City Commission. Working collectively, the Committee shall coordinate with City staff on any needs within its scope and mission. Staff may be assigned by the City Manager, City Clerk or City Attorney, as necessary, to provide aid, guidance and insight into City government operations or functions. Notice of meetings shall be the responsibility of City staff. The Committee shall provide a report of its activities to the City Commission periodically at a frequency established by the Committee or upon request from any City Commission member. If required, City staff will be responsible for the collection and expenditure of any City funds in accordance with purchasing guidelines.

SECTION 13. Effective Date. This Resolution shall take effective immediately upon its final passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, Florida, this ~~12th~~ 9th day of ~~June~~October, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 23-11 ESTABLISHING THE SAFETY, TRAFFIC AND PARKING COMMITTEE; ADOPTING THE COMMITTEE PURPOSE; ADOPTING CERTAIN PROVISIONS GOVERNING THE COMMITTEE; ESTABLISHING CITY STAFF ADMINISTRATIVE SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boards and Committees established by the Mayor and Commission of the City of Atlantic Beach provide many valuable services to the community by enlisting citizen volunteers to provide input and consideration upon important issues that affect the daily lives of citizens in the community; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens of Atlantic Beach to create an advisory committee to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

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

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SECTION 2. Purpose. The purpose of the Committee is to review matters pertaining to safety, traffic and parking, and make recommendations to the Mayor and Commission as to changes and revisions to the City's transportation system, processes and policies.

SECTION 3. Membership, Appointees and Staff Support.

(a) There will be a total of nine (9) members on the Committee to include two (2) persons who are electors within each of the four City Commission districts, and who are appointed by the City Commission members representing the district in which the Committee members live; and one (1) person who is an elector appointed by the Mayor. Those members are:

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(b) The Committee shall be supported by an appointee of the City Manager;

SECTION 4. Charge/Additional Work.

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SECTION 13. Effective Date. This Resolution shall take effective immediately upon its final passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, Florida, this 12th day of June, 2023.

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. 23-45 authorizing the City Manager to provide Fiscal Year 2023-24 funding to designated organizations and schools for artistic, recreational and cultural programs, events and projects utilizing funds budgeted in Account No. 001-6010-572-82-00.

SUBMITTED BY: Latrenia Thomas, Cultural Arts and Recreation Director

TODAY'S DATE: September 25, 2023

MEETING DATE: October 9, 2023

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

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

ARCC met on Aug. 22, 2023, and Sept. 12, 2023, to discuss and recommend funding for organizations and schools. Five school programs, eight nonprofits and seven for-profit organizations submitted applications. Representatives from each organization gave a 15-minute presentation and answered questions from committee members. The committee unanimously voted to recommend funding in the amount of $75,000 as delineated in Resolution.

BUDGET: FY 2023-24 funding is in Account No. 001-6010-572-82-00

RECOMMENDATION: Approval of Resolution No. 23-45

ATTACHMENT: Resolution No. 23-45
ARCC program, project and event recommendations

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 23-45

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE FISCAL YEAR 2023-24 FUNDING TO DESIGNATED ORGANIZATIONS AND SCHOOLS FOR ARTISTIC, RECREATIONAL AND CULTURAL PROGRAMS, EVENTS OR PROJECTS UTILIZING FUNDS BUDGETED IN ACCOUNT NO. 001-6010-572-82-00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDER(S) IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, grant funds are allocated in Account No. 001-6010-572-82-00, which has $40,000 budgeted in FY 2023-24 for schools and $35,000 budgeted for organizations.

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

SECTION 1. The City Commission hereby authorizes the City Manager to provide FY 2023-24 funding to the following organizations and schools, utilizing funds allocated in Account No. 001-6010-572-82-00, as follows:

$5,000 NOVA Dance and Wellness
$1,700 Flagler's Railway & Continental Hotel Exhibit
$3,600 Preventative Health Care Through Tai Chi
$2,500 Face4Kids
$3,000 Beaches Fine Arts Series
$2,500 Powerfully You Nature Program
$5,000 PossAbilities Plus
$1,000 No Sleep Till
$3,500 CapAbilities (Connecting Thru Music)
$3,000 New Age Hippy
$1,500 Fiddle Fest
$5,000 First Coast Comedy
$5,000 Brush Up! Canvas Art Painting Class!
$4,000 Surf NEGRA / Jax Board Riders
$10,000 Fletcher High School Band

$8,700 Atlantic Beach Elementary School
$6,000 After-School Enrichment
$2,700 Cultural Day Event
$10,000 Mayport Middle School
$3,000 FAME for Mayport SeaPerch Under Water Robotics
$7,000 Mayport Middle Shark Bites

SECTION 2. The City Manager is hereby authorized to execute the contract and such purchase order(s) in accordance with and as necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of October, 2023.

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Curtis Ford, Mayor

Attest:

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Donna L. Bartle, City Clerk

Approved as to form and correctness:

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Jason Gabriel, City Attorney

Arts, Recreation and Culture Committee (ARCC)

September 28, 2023

FY 2023-24 ARCC Grant-Funded Program, Project and Event Recommendations

The purpose of the grant program is to place a high priority on arts, recreation and culture as a key indicator of a good quality of life for our residents. The City Commission has allocated $75,000 to support these programs, projects and events.

Sec. 2-2: "… the City may contribute city funds or other support to artistic, recreational, or cultural programs, events or projects which benefit the residents of Atlantic Beach, as follows:

(1) Requests for contributions to such programs, events or projects shall be submitted to the cultural arts and recreational advisory committee.

(2) The cultural arts and recreational advisory committee will make recommendations on any such requests to the city commission, who will then make the final decision on funding the request.

NOVA Dance and Wellness • **For Profit** • **Recommended $5,000.00** • **Returning Grantee**	NOVA Dance and Wellness will provide accessible chair yoga for Seniors and kids dance class each once a week at no charge to participants. Chair Yoga's purpose is to bring movement and mobility to seniors, as well as provide a place of social connection and build a community of support for individuals. Kids and Teens Hip Hop dance class purpose is to expose students to various forms of dance throughout the year, and offer scholarships to NOVA Dance Academy for students who attend and are ready to step into dance training.
Flagler's Railway & Continental Hotel Exhibit • **For Profit** • **Recommended $1,700.00** • **New Grantee**	Flagler Railway's purpose is to host 3 events to introduce the newly installed train exhibit at Adele Grage Cultural Center. The events will consist of sharing the history of Atlantic Beach with Flagler's Railway arrival in the 1900's and the construction of the Continental Hotel along with the beginning of the historic Manhattan Beach. The cost will cover the exhibit panel, as well as the catering for the event as well.
Preventative Health Care Through Tai Chi • **For Profit** • **Recommended $3,600.00** • **New Grantee**	The purpose of the program is for senior adults who want to achieve and maintain good mental, physical and emotional health for a lifetime through Tai Chi. The duration of the program is three 8 – week, one-hour class sessions at Adele Grage or Gail Baker Community Center. The project budget will consist of a Tai Chi instructor, training supplies, certificates for participants and additional supplies for support and metrics. The program will be free of charge to all participants. The program can host up to 50 participants per class.
Face4Kids • **Non – Profit** • **Recommended $2,500.00** • **Returning Grantee**	Face4Kids is a program that assists children in communities in extreme poverty, crime areas and fractured homes. The beneficial aspects of the program are best reflected in local schools. The beneficial aspects of FACE4Kids is to increase self-esteem, Increase self-confidence, aggression management. The program is offered to students attending Atlantic Beach Elementary, Anchor Academy and the Gail Baker Community Center. Up to 50 participants received services for 1 hour a weekly for 8 weeks. The program is free of charge to all participants.

Arts, Recreation and Culture Committee (ARCC)

Beaches Fine Arts Series
- Non – Profit
- Recommended $3,000.00
- Returning Grantee

Beaches Fine ARTS Series provides free concerts and educational outreach programs. Their mission is to enrich the communities by sharing the transforming the power of music and art, free to attend. The duration of the program is 10 concerts (2 hours each); 21 educational programs (1-3 hours each); 2 retirement home concerts (2 hours each) in the beaches area. In 2022 -2023 preformed for a total of 8000 attendees with 20% of participants were from the 32233 area code.

Powerfully You Nature Program
- For Profit
- Recommended $2,500.00
- New Grantee

Powerfully You is a series of lessons that teaches the foundational skills needed for self-regulation. Children are taught specific strategies for managing their emotions in a judgment and shame free space. The lessons will take pla ce in either Dutton Island Preserve or Howell Park to help kids develop positive connections to the outdoor spaces in their own communities with the goal of them being able to use natural spaces as a way to improve emotional regulation and connection. Curriculum is designed by an occupational therapist in conjunction in conjunction with neuroscience researchers to use the best available language and strategies. This program is offered to school aged kids at no charge.

PossAbilities Plus
- Non – Profit
- Recommended $5,000.00
- Returning Grantee

The program's primary goal is to provide weekly, safe, fun and affordable social and recreational opportunities to individuals with differing needs in the community. Sociabilities also provides a valuable respite to families and caregivers of individuals with differing needs. The program assists individuals with Autism and other differing abilities. Participants have the opportunity to engage in activities such as service projects, cooking and more. Providing a safe, supported and structured space in Atlantic Beach is their mission.

No Sleep Till
- Recommended $1,000.00

The purpose of the film is raise awareness on climate anxiety of coastal Floridian areas as we get into hurricane season. The goal is for the film shoot to take place entirely locally and to show how places like Atlantic Beach are shaped around climax anxiety as it is an area more vulnerable to climate change. Many locals will be taken into consideration for the film, allowing their feedback on the accuracy of the thematic of the city to use for screening.

CapAbilities (Connecting Thru Music)
- Non Profit
- Recommended $3,500.00
- Returning Grantee

The CapAbilities program is a music therapy group that will meet twice a week for 30 minutes for 34 weeks during the school year. The program serves all children with moderate to serve special needs (language, cognitive and physical needs) who attend Neptune Beach School. So far 37 students residing in Atlantic Beach have benefited from the music program. It is conducted by a credentialed professional who are board certified, has a minimum of a four-year university degree and has completed an internship.

New Age Hippy
- Non – Profit
- Recommended $3,000.00
- Returning Grantee

New Age Hippy provides events that target life in balance programs specifically designed to serve young adults and seniors with skills from mindfulness practice, strengthening, flexibility and balance by increasing both Mental and Physical needs with our daily lifestyle changes. The events will provide a combination of programs with various hours for up to 100 participants per event. Programs are held solely in Adele Grage, Gail Baker, Howell Park, Dutton Island and Donner Park.

Fiddle Fest
- For Profit
- Recommended $1,500.00
- New Grantee

Fiddle Fest is an annual weekend event that will be hosted in Atlantic Beach. The goal at Fiddle Fest is to share the joy of making music together. Faculty members are expert performers and teachers who specialize in facilitating social music, mostly Irish and AMERICAN Old –Time. The funds would cover the charges for a full week's participation and the registration fee for artist. Fiddle Fest goal is to offer easy social dancing, opportunities to "jam" and some casual performances for the public.

First Coast Comedy
- For Profit
- Recommended $5,000.00
- New Grantee

The program will provide free improve education for Middle School and High School students. The organization will provide 9 weeks' total, 8 weeks of instruction with a showcase performance on the 9th week. A one-night free performance by our professional comedians to promote the courses. The benefits for improve education for kids and teens can help foster their confidence, collaboration skills and team building skills. A show will be provided for the public to view at Adele Grage.

Arts, Recreation and Culture Committee (ARCC)

Brush Up! Canvas Art Painting Class!

- **For Profit**
- **Recommended $5,000.00**
- **Returning Grantee**

Brush Up! Canvas Art Painting classes provide monthly art classes for families to attend. The classes are free for children and families to attend. The goal is to help families to feel connected to their local community, and the resources that it provides to its residents. Canvas classes provide social-emotional art therapy, in addition to promoting creativity amongst the community's youth and elders. The program will target a diverse population of Atlantic Beach residents. Classes are offered once a month with art varying by monthly themes provided by the artist. Food is also provided at no charge as well.

Surf NEGRA/ Jax Board Riders

- **Non – Profit**
- **Recommended $4,000.00**
- **Returning Grantee**

Surf NEGRA's Mission is to share, celebrate and educate underserved youth on the health benefits of an aquatic lifestyle and safety, increase ocean education, improve basic life skills and introduce surfing as a means of fitness, wellness, self-discipline and recreation. The program will provide free aquatic sports lessons at no charge. Lessons will be twice a month during the summer Certified instructors will facilitate the lessons and lifeguards will be present to insure all participant's safety.

Atlantic Beach Elementary After-school Enrichment and Cultural Arts Day Event

- **School**
- **Recommended $8,700.00**
- **Returning Grantee**

Atlantic Beach Elementary after-school enrichment program assist students with multiple educational after-school activities promoting cultural arts and recreations. Funding helps lower the cost for six weeks of after-school courses to $35 - $75 per week per 6 week sessions depending on the class. Scholarships are provided as needed for families needing financial assistance. A total of 21 cultural arts and education / recreation – based learning classes to 496 students / families.

Cultural Day is a community tradition that opens the minds and hearts of students and families attending ABE. Cultural Arts Day is a one-day event introduces students to explore a different country and experience their cultural by learning the history of the culture.

Mayport Middle School FAME for Underwater Robotics and Mayport Shark Bites

- **School**
- **Recommended $10,000.00**
- **Returning Grantee**

FAME's underwater robotics club will address several community needs and gaps, providing various benefits to students, educators, and the broader community. It is open to current or past Mayport Coastal middle school students. Students will receive 150hours of hands on learning and practice over the academic's school year. This program is held every Tuesday for 2 hours and every Saturday for 3 hours during the school year. Projects will be related to Atlantic Beach community such as water quality monitoring, marine life observation, or cleaning up marine debris, fostering a sense of environmental stewardship and citizenship. Funding will provide materials needed to have a successful program.

Mayport Shark Bites provides incoming 6th graders the opportunity to experience middle school first hand prior to the first day of school. It offers students to become acclimated with their new educational surroundings prior to the first day of school. It also provides parents/families the assurances that they need as they send their former elementary student into middle school. The 5-day program provides students have the opportunity to attend cultured and recreational events such as plays, field experiences to local wildlife areas, and hands-on opportunities that they may not normally receive. These enrichment opportunities are provided not only during the Shark Bites camp program time, but also supported throughout the entire school year.

Fletcher High School Band

- **School Program**
- **Recommended $10,000.00**
- **Returning Grantee**

The program will provide opportunities to high school students to develop leadership skills. It will also give students equitable access to music education programs in middle and high school. Any students that are interested and comfortable in becoming involved in band or color guard at the middle school or high school level. The goal is to reach as many beach-area middle school students as possible and to remove the real or perceived barriers to them pursuing music programs in middle school, high school, and beyond.