City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, August 26, 2024 - 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 July 22, 2024. 5 - 6
7-22-24 Budget Workshop Draft Minutes

* 1.B. Approve minutes of the Regular Commission meeting held on July 22, 2024 7 - 14
7-22-24 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Aug. - Oct. 2024) 15 - 18
90-Day Calendar (Aug. - Oct. 2024)

* 3.B. Draft Stormwater Regulations

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. Award Bid 2324-13 to Rockaway, Inc. in the amount of $31,181.53 and authorize the City Manager to execute the contract. 19 - 24

Reconstruction of swales agreement

6.B. Approve the agreement with USSI, LLC for Palm Avenue lift station service area testing, monitoring, inspections and report in the amount of $37,654.86, and authorize the City Manager to execute the agreement and associated purchase order. 25 - 46

Palm Ave. Lift Station agreement

7. COMMITTEE REPORTS

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

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 24-44** 47 - 78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, NAMING THE PARK SPACE AT 1609 COQUINA PLACE IN ATLANTIC BEACH IN RECOGNITION OF THE SIGNIFICANT COMMUNITY CONTRIBUTIONS PROVIDED BY ELEANOR AND GARNETT ASHBY; ADOPTING THE NAME "ELEANOR AND GARNETT ASHBY MEMORIAL PARK" (SHORTENED ON SIGNAGE AS "ASHBY PARK") FOR THE PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 24-44

8.B. **RESOLUTION NO. 24-45** 79 - 84

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; SUBJECT TO AND CONTINGENT UPON INCLUSION OF FUNDING FOR THIS PURPOSE IN THE FISCAL YEAR 2024-25 CITY COMMISSION-APPROVED BUDGET; AUTHORIZING THE EXPENDITURE OF $46,971.94 ANTICIPATED TO BE ALLOCATED IN THE FISCAL YEAR 2024-25 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 24-45

9. ACTION ON ORDINANCES

* 9.A. **ORDINANCE NO. 31-24-18, Public Hearing and Final Reading** 85 - 108

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL LOW (RL) TO LIGHT INDUSTRIAL (LI); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 31-24-18

* 9.B. **ORDINANCE NO. 90-24-252, Public Hearing and Final Reading** 109 - 132

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL TWO-FAMILY (RG), TO LIGHT INDUSTRIAL AND WAREHOUSEING (LIW); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 90-24-252

10. MISCELLANEOUS BUSINESS

None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

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

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

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

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

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

MINUTES
Budget Workshop Meeting
Monday, July 22, 2024 - 5:30 PM
City Hall, Commission Chamber
800 Seminole Road, FL 32233

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:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Ladayija Nichols, Deputy City Clerk (DCC)
Scott Williams, Public Works Director (PWD)
Troy Stephens, Utilities Director (UD)
Steve Swann, City Engineer (CE)
Derek Martin, Public Works Inspector and Assistant Director (PWAD)

CALL TO ORDER
Mayor Ford called the meeting to order at 5:32 PM. DCC Nichols called the roll.

1. PUBLIC COMMENT
DCC Nichols called each speaker to the podium.

Brinkley Harrell spoke about the proposed cost of living adjustment (COLA).

2. TOPICS

A. Budget Workshop #2 Presentation

CM Killingsworth presented as detailed in the agenda packet and answered questions from the Commission.

PWD Williams answered questions from the Commission.

There was a ***CONSENSUS*** to remove the mailbox pavilion located at the Adele Grage Cultural Center and replace it with additional parking.

B. Public Utilities

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UD Stephens presented as detailed in the agenda packet. CM Killingsworth, UD Stephens, and CE Swann answered questions from the Commission.

C. Public Works

PWD Williams and PWAD Martin presented as detailed in the agenda packet and answered questions from the Commission.

ADJOURNMENT
The meeting adjourned at 6:44 PM.

Attest:

_____ _____

Ladayija Nichols, Deputy City Clerk Curtis Ford, Mayor

Date Approved:_____

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MINUTES
Regular City Commission Meeting
Monday, July 22, 2024 - 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 6:30 PM. CC 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:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Victor Gualillo, Police Chief (PC)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Joint Workshop between the City Commission and the Community Development Board held on June 17, 2024.

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.

1B. Approve minutes of the Regular Commission meeting held on June 24, 2024.

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

Mayor Ford explained the process for public comments and opened the Courtesy of the Floor to Visitors.

PUBLIC COMMENT

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CC Bartle called each speaker to the podium.

Don Ford spoke about agenda item 3C.

Jeri Benjamin advocated for a one time cost of living adjustment (COLA) for the pension plan.

Mardi Le Bouton expressed concerns about a pond located on Aquatic Drive.

Dolly McCormick expressed concerns about a pond located on Aquatic Drive.

Dan Frankel asked questions about parking on 2nd Street (St.) and the budget.

Brinkley Harrell spoke about the City's upcoming budget.

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (July - Sept. 2024)

CM Killingsworth explained this item as detailed in the agenda packet.

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

3.B. 2024 FLC Annual Conference Voting Delegate Information

CM Killingsworth explained this item as detailed in the agenda packet.

The Commission discussed who would attend the conference and there was a ***CONSENSUS*** to send Commissioner Bole as a voting delegate unless he indicates that he is unable to attend, then Commissioner Waters or Mayor Ford could possibly attend.

3.C. Pension COLA

CM Killingsworth discussed this item as detailed in the agenda packet and answered questions from the Commission.

3.D. Additional Questions

Mayor Ford inquired about upcoming beach renourishment. CM Killingsworth informed that there is a plan in place for sea oats however, there is no timeline of when this would occur.

Mayor Ford asked about a Statute regarding the enforcement of not allowing camping as it relates to homelessness. PC Gualillo explained that the City's practice is to work with anyone who is homeless. He mentioned that the City's ordinance regarding this issue is currently written to not allow camping. He indicated that it would be the Commission's decision to make changes to this ordinance. PC Gualillo explained the difference between loitering and camping. He explained what happens when someone refuses help.

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Discussion ensued regarding how to handle this topic. There was a ***CONSENSUS*** to allow PC Gualillo to rewrite the ordinance.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Spoke about the importance of the stormwater master plan.
- Requested a report on the 16th St. walkover.

Commissioner Kelly

- Announced that school starts on on August 12, 2024.
- Inquired about the City's standards when contracting out the building department. CM Killingsworth explained that when contracted, a person operates under the City, and that certain trades possess licenses that hold them accountable.
- Inquired about 2nd St. parking. It was agreed to have answers about this topic at the next meeting.

Commissioner Ring

- Inquired about the Aquatic Gardens bulkhead project. CM Killingsworth shared that staff is working with a firm to reengineer the bulkhead by the pond.
- Asked if there were any plans drawn up for the use of 100 West 1st St. CM Killingsworth explained that a grant has been applied for in order to redo the parking lot. He explained that the $500,000 allocated for the Gail Baker Community Center should cover the cost of a new roof, opening up the kitchen, redoing facades, and potentially moving an interior wall.

Mayor Ford

- Asked about the access to the Atlantic Beach Elementary park. CM Killingsworth explained that staff is working with the school principal to address why the park was previously locked.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 24-36

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID NO. 2223-09 FOR WWTP HEADWORKS PIPING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

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CM Killingsworth explained as detailed in the agenda packet.

MOTION: Adopt Resolution No. 24-36 as read.

Motion: Candace Kelly
Second: Michael Waters

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 24-37
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE 2024 AMENDMENT TO THE 2022-2025 COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT.

Mayor Ford read the title of the resolution.

CM Killingsworth explained as detailed in the agenda packet.

MOTION: Adopt Resolution No. 24-37.

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. 24-38
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE ABPD TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN DUVAL COUNTY FIRST RESPONDER AGENCIES; GIVING THE CHIEF OF THE ATLANTIC BEACH POLICE DEPARTMENT SIGNATORY AUTHORITY; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE

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PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

CM Killingsworth explained as detailed in the agenda packet.

MOTION: Approve Resolution (No.) 24-38.

Motion: Bruce Bole
Second: Candace Kelly

Commissioner Ring asked if this was about dispatching. PC Gualillo explained that this is pertaining a Statute that was passed which makes sure there's a way the County Sheriff can communicate with other law enforcement. He explained that the same is done with the other beach communities and that there is a mutual aid agreement that discusses this.

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.D. RESOLUTION NO. 24-39
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AN INCREASE IN THE ANNUAL LEAVE ACCRUAL OF ELIGIBLE EMPLOYEES BY 12 HOURS AFTER THE FIRST YEAR.

Mayor Ford read the title of the resolution.

CM Killingsworth explained as detailed in the agenda packet.

MOTION: Adopt Resolution No. 24-39.

Motion: Michael Waters
Second: Candace Kelly

Commissioner Bole asked how much could be carried over. CM Killingsworth answered that 680 is the maximum amount and anything not used after September 30th is lost.

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

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Jessica Ring	***For***

Motion passed 5 to 0.

8.E. RESOLUTION NO. 24-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE, THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS TO CONSIDER THE PROPOSED FISCAL YEAR 2024-25 MILLAGE RATE AND BUDGET AS REQUIRED BY LAW; DIRECTING THE CITY MANAGER TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF DUVAL COUNTY PURSUANT TO REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

CM Killingsworth explained as detailed in the agenda packet and answered questions from the Commission.

MOTION: Approve Resolution (No.) 24-40.

Motion: Bruce Bole
Second: Michael Waters

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

Motion passed 5 to 0.

8.F. RESOLUTION NO. 24-41

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AUTHORIZING THE ACCEPTANCE OF A NON-EXCLUSIVE GRANT OF ACCESS AND PARKING EASEMENT ON REAL PROPERTY OWNED BY AMERICAN LEGION POST 316 AT 1127 ATLANTIC BOULEVARD, ATLANTIC BEACH (REAL ESTATE PARCEL NO. 170711-0011), ADJACENT TO BEACHES VETERANS MEMORIAL PARK, 1 WEST FIRST STREET, ATLANTIC BEACH, SUBJECT TO THE TERMS THEREIN; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AGREEMENT.

Mayor Ford read the title of the resolution.

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CM Killingsworth explained as detailed in the agenda packet.

MOTION: Approve Resolution (No) 24-41.

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.

9. ACTION ON ORDINANCES

9.A. ORDINANCE NO. 31-24-18, Public Hearing and First Reading
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL LOW (RL) TO LIGHT INDUSTRIAL (LI); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the ordinance.

CM Killingsworth explained that the applicant requested a deferral.

Mayor Ford opened and continued the public hearing until August 12, 2024.

CA Gabriel briefly explained the ordinance.

9.B. ORDINANCE NO. 90-24-252, Public Hearing and First Reading
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL TWO- FAMILY (RG), TO LIGHT INDUSTRIAL & WAREHOUSEING (LIW); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the ordinance.

Mayor Ford opened and continued the public hearing until August 12, 2024.

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10. MISCELLANEOUS BUSINESS
None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER
Commissioner Waters
- Expressed that he feels good about the budget.
- Mentioned that he wants to pray for our country.

Commissioner Kelly
- Shared her experience in New England.

13. ADJOURNMENT
The meeting adjourned at 8:28 PM.

Attest:

_____ _____
Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the City Commission

SUBMITTED BY: Adrianna Walsh, Executive Assistant to the City Manager

TODAY'S DATE: August 14, 2024

MEETING DATE: August 26, 2024

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

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for August-October 2024 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (August-October 2024)

REVIEWED BY CITY MANAGER:

CITY COMMISSION

August 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Adele Grage)	5	6	7	8 Pension Boards 6:30 pm	9 Blood Drive Noon-5 pm	10
11 Farmers Market 10 am-2 pm (Russell Park)	12 Budget Workshop 5:30 pm City Commission 6:30 pm (Invoc-Ring)	13	14 Environmental Stewardship Cmte. 6 pm	15 Artist Reception 5-8 pm (Adele Grage)	16	17
18 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	19	20	21 Community Development Board 6 pm	22 ESC Sustainability and Resiliency Subcommittee 9 am	23	24 Summer Beach Movie in the Park Sunset (Johansen)
25 Farmers Market 10 am-2 pm (Russell Park)	26 City Commission 6:30 pm (Invoc-Ford)	27	28 ESC Outreach Subcommittee 4:45 pm ESC Tree Subcmte. 5:15 pm	29 City Commission Budget Workshop 5:30 pm	30 Arts, Recreation, Culture Committee Grant Presentations 9 am	31

CITY COMMISSION

September 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Bull Park)	2 Labor Day Holiday City Offices Closed	3	4	5 Code Enforcement Special Magistrate Meeting 2 pm	6	7
8 Farmers Market 10 am-2 pm (Russell Park)	9 City Commission 6:30 pm (Invoc-Bole)	10 Arts, Recreation, Culture Committee 6 pm	11 ESC Tree Subcmte. 5:15 pm Environmental Stewardship Cmte. 6 pm	12	13	14
15 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18 Environmental Stewardship Outreach Subcmte. 4:45 pm	19 Artist Reception 5-8 pm (Adele Grage)	20	21
22 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	23 City Commission 6:30 pm (Invoc-Waters)	24	25	26 ESC Sustainability Subcmte. 9 am	27	28 Fall Festival 10 am (Gail Baker)
29 Farmers Market 10 am-2 pm (Russell Park)	30					

CITY COMMISSION

October 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Bull Park)	7	8 Arts, Recreation, Culture Committee 6 pm	9 ESC Tree Subcmte. 5:15 pm Environmental Stewardship Cmte. 6 pm	10	11	12
13 Farmers Market 10 am-2 pm (Russell Park)	14 City Commission 6:30 pm (Invoc- Kelly)	15 Community Development Board 6 pm	16 Environmental Stewardship Outreach Subcmte. 4:45 pm	17 Artist Reception 5-8 pm (Adele Grage)	18	19 Town Hall 10 am (Adele Grage) Family Fun Day and Campout 4-8 pm (Russell Park)
20 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	21	22	23	24 ESC Sustainability Subcmte. 9 a.m.	25	26
27 Farmers Market 10 am-2 pm (Russell Park)	28 City Commission 6:30 pm (Invoc- Ring)	29	30	31		

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Agreement to reconstruct swales and clean ditches

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 12, 2024

MEETING DATE: August 26, 2024

BACKGROUND: The purpose of this project is to select a contractor to perform swale reconstruction and ditch cleaning in the western area of the City and on the northern end of Seminole Road. This project is in the Capital Improvement Plan. On July 31, 2024, three bids were opened for Bid 2324-13 Reconstruction of Swales.

The bids ranged from $31,181.53 to $95,976.50, with Rockaway, Inc. being the lowest bidder. The originally submitted bid had a clerical error, but after the bid tabulation was completed, Rockaway was still the lowest bidder for the project.

BUDGET: The cost for the project will be fully funded from the $75,000 currently budgeted in the Stormwater Utility Fund Account 470-0000-538-34-00, under Project No. PW2363 "West Side Ditch Cleaning."

RECOMMENDATION: Award Bid 2324-13 to Rockaway, Inc. in the amount of $31,181.53 and authorize the City Manager to execute the contract.

ATTACHMENTS: Bid 2324-13 Reconstruction of Swales Map
Bid 2324-13 Reconstruction of Swales Bid Tabulation

REVIEWED BY CITY MANAGER: _____

Seminole Rd (East Side)



W.9th St (North and South) & Orchid St



W.13th St (North and South)



Kestner Rd


Paradise Ct
Paradise Ct
Paradise Ct
Main St
618
616
614
612
610
608
606
604
602
620
616
614
610
Kestner Rd
Kestner Rd
Kestner Rd
Kestner Rd
712
710
708
706
704
696
1570
1562
1560
Main St

City of Atlantic Beach
RECONSTRUCTION OF SWALES
July 31, 2024

BID 2324-13 **3:00 PM**

Required Documents	ERS Corporation	GEC Trucking	Rockaway
Submission in Duplicate - All Documents	X	X	X
Document Requirements Checklist	X	X	X
Bid Form	X	X	X
Bid Bond	X	X	CASHIER'S CHECK
Business Tax Receipt	X	X	X
Proof of Experience - 3 years	X	X	X
Financials - 2 Years	X	X	X
Proof of Insurance	X	X	X
References - 3	X	X	X
New Vendor Information	X	X	X
W-9 Form	X	X	X
Anti-Kickback Affidavit	X	X	X
Bidders Qualification Statement	X	X	X
Conflict Affidavit	X	X	X
Contractor Certification & Addendum Acknowledgement	X	X	X
Drug Free Certification	X	X	X
Equal Opportunity Statement	X	X	X
E-Verify Form	X	X	X
Non-Collusion Certification	X	X	X
Public Entity Crimes Statement	X	X	X
Public Records Provision	X	X	X
Subcontractor ParticipatiOn Schedule	X	X	X
Vendor Certification Regarding Discriminatory Vendor Lists	X	X	X
Base Bid Subtotal (Items 1 - 39)	**$30,254.50**	**$87,251.36**	**$25,512.17**
Ten Percent (10%) Contingency of Base Bid	**$3,025.45**	**$8,725.14**	**$2,834.68**
GRAND TOTAL (Subtotal + Contingency)	**$33,279.95**	**$95,976.50**	**$28,346.85**

While verifying the bids received, a clerical error was noted with Rockaway's written bid. The actual Subtotal is $28,346.85, and the written contingency was based on this number. The correct Grand Total is $31,181.53.

Award of Bid based on Department Analysis and City Manager and/or Commission Approval

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Agreement for Palm Avenue lift station service area testing, monitoring, inspections and report.

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: August 14, 2024

MEETING DATE: August 26, 2024

BACKGROUND: The Public Utilities Department is working to reduce the inflow and infiltration into the City's aging sewer system. Stormwater runoff and groundwater are entering the sewer system through cracks, broken laterals and offset pipe joints, and this is resulting in higher flows and the need for treatment at the wastewater treatment plant. The Palm Avenue lift station service area, which includes 165 manholes and 46,000 feet of gravity sewer, has been identified as one of the worst areas in the city for inflow and infiltration.

Staff reached out to USSI, LLC, for a proposal to perform smoke testing in the sewer system to identify the areas where stormwater can directly enter the sewer system, to perform nighttime flow monitoring to identity groundwater infiltration, perform manhole inspections to identity any defects, and to provide a report of the findings with recommendations and cost estimates. The Aug. 7, 2024, proposal from USSI, LLC, piggybacks the Tohopekaliga Water Authority Contract Agreement IFB-20-076 that is good through May 2025. The proposal includes the above-mentioned testing, monitoring, inspections and report for $37,654.86.

BUDGET: Adequate funds are available in the Public Utilities Fund Account No. 410-5508-535-3400. Project No. PU2330.

RECOMMENDATION: Approve the agreement with USSI, LLC for Palm Avenue lift station service area testing, monitoring, inspections and report in the amount of $37,654.86, and authorize the City Manager to execute the agreement and associated purchase order.

ATTACHMENTS:

1. Proposal from USSI, LLC
2. TOHO Water Piggyback Contract
3. Palm Avenue Sewer Mains Map

REVIEWED BY CITY MANAGER:

ts

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292 US
(888)645-9570
dion@ussiusa.com

ussiusa.com

ADDRESS
City of Atlantic Beach
Attn: Steve Swann
800 Seminole Road
Atlantic Beach, FL 32233

Estimate 2172

DATE 08/07/2024

EXPIRATION DATE 09/06/2024

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (Palm Ave LS)	46,818	0.36	16,854.48
Manhole Inspections Manhole Inspections (Palm Ave LS)	46,818	0.27	12,640.86
Midnight Investigation Monitor flows in sanitary sewer during low usage periods to identify flows that are not due to usage, likely resulting from inflow. (Palm Ave LS)	46,818	0.14	6,554.52
Mobilization & Demobilization Mobilization & Demobilization	1	1,605.00	1,605.00
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

TOTAL **$37,654.86**

Accepted By

Accepted Date

ts

"PROTECTING OUR NATURAL RESOURCES THROUGH TECHNOLOGY"

"PIGGY BACK"

PACKAGE

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

AMENDED AND RESTATED AGREEMENT
Between
TOHOPEKALIGA WATER AUTHORITY
And
USSI, LLC
For
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)

THIS AMENDED AND RESTATED AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the "Agreement") is made and entered into between Tohopekaglia Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("Toho") and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the "Contractor"). Toho and the Contractor may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 27, 2020, Toho and the Contractor entered into that certain agreement for the provision of in-flow abatement services, in accordance with the IFB-20-076 solicitation (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for an overall award of $500,000 for the term of the Original Agreement, which expires on May 12, 2023, with the option for the Parties to extend the term for one additional 2-year period; and

WHEREAS, on May 11, 2022, Toho's Board of Supervisors (the "Board") approved the First Amendment to the Original Agreement, which provided, in part, revising the unit price list set forth in the Original Agreement; and

WHEREAS, on December 14, 2022, the Board approved Addendum #1 to the Original Agreement to increase the contract award by an additional $545,369.20 (Five Hundred Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for a total not to exceed award amount of $1,045,369.20 (One Million, Forty-Five Thousand, Three Hundred Sixty-Nine Dollars 20/100) for the term of the Agreement; and

WHEREAS, the Parties have agreed to extend the term of the Original Agreement for the one additional 2-year period, through May 12, 2025; and

WHEREAS, the Parties acknowledge the potential confusion caused by the execution of the First Amendment and Addendum #1 to the Original Agreement; and

WHEREAS, the Parties have agreed to enter into this Agreement to amend and restate the terms and conditions provided in the Original Agreement, the First Amendment, and Addendum #1, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and consideration, as mutually deemed acceptable by the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material to form a material part of this Agreement.

2. **TERM.** The effective date of this Agreement shall be retroactive to May 13, 2020, in accordance with the Original Agreement, and shall continue through May 13, 2025, unless otherwise terminated by either Party.

3. **SCOPE OF SERVICES.** The Contractor shall provide those services and access, as set forth in Exhibit "A" (collectively the "Services"), based upon the unit prices, as set forth in Exhibit "B." Copies of both Exhibit "A" and Exhibit "B" are attached and incorporated by this reference.

4. **OBLIGATIONS OF CONTRACTOR.** Obligations of the Contractor shall include, but not be limited to, the following:

   A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services required by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or material on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demand by the Contractor for any payment expected by virtue of this Agreement.

   B. The Contractor will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for Toho under this Agreement.

   C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

D. The Contractor shall maintain an adequate and competent staff and shall remain authorized to do business in the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor shall remain fully responsible for the satisfactory completion of all subcontracted work.

5. **STANDARD OF CARE.**

A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the requested Services in an efficient manner, consistent with Toho's stated Scope of Services and industry standards.

B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

6. **COMPENSATION.**

A. The amount paid under this Agreement for acceptable performance of Services, as more specifically described in Exhibit "A," shall be based upon the unit rates set forth in Exhibit "B" and shall not exceed $1,045,369.20 (One Million Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for the term of the Agreement.

B. Compensation for Services completed by the Contractor under this Agreement shall be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego use of the Contractor for any project that may fall within the Scope of Services, as set forth in Exhibit "A." In the event Toho is not satisfied with the Services performed by the Contractor, Toho will hold any amounts due until the Contractor has appropriately addressed the problem to Toho's satisfaction, in its sole discretion.

7. **TERMINATION FOR CONVENIENCE.** Toho may terminate this Agreement, without cause, upon 30 days written notice to the Contractor prior to the effective date of such termination. The Contractor shall cease work in accordance with the directions set forth in the notice or, if the notice is silent, on the effective date of termination.

8. **TERMINATION FOR CAUSE.** Toho may terminate this Agreement, without further obligation, upon written notice to the Contractor, if the Contractor breaches any material term of the Agreement and such breach remains uncured for 30 days after receipt of said notice.

9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

A. In the event of termination of this Agreement by Toho, and not due to the fault of the Contractor, Toho shall compensate the Contractor for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, Toho shall compensation the Contractor for all authorized Services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from any delay occasioned by early termination. The Contractor shall in no way construe this provision as Toho's sole available remedy in the event of breach by the Contractor.

10. **INSURANCE.**

A. The Contractor shall procure and maintain the following types of insurance, with the respective limits indicated below, and shall provide evidence of the same to Toho, in the form of Certificates of Insurance, prior to the start of any work hereunder:

1) **Worker's Compensation:** The Contractor shall provide Workers' Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Workers' Compensation coverage for all its employees. The limits shall be in accordance with the limits set forth in Florida Statutes and $1,000,000 (One Million Dollars) for Employer's Liability.
2) **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000 (One Million Dollars).

3) **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000 (One Million Dollars).
4) **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000 (One Million Dollars).

B. The Contractor shall name "Tohopekaliga Water Authority" as a certificate holder and as an additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Workers' Compensation policies, and provide Toho with proof of the same.

C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of the Agreement, including renewals. The Certificate of Insurance shall be dated and include:

1) The name of the insured Contractor;
2) The specified job by name and job number;
3) The name of the insurer;
4) The number of the policy;
5) The effective date;
6) The termination date;
7) A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy; and
8) A waiver of subrogation in favor of Toho.
9) Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies, or copies of policies, by Toho or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

E. The Contractor shall ensure that any subcontractor(s), which hired to perform an of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance, in accordance with the requirements set forth herein. In addition, the Contractor shall maintain proof of the same on file and make the same readily available to Toho upon request.

11. **TOHO OBLIGATIONS.** At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the Services required under this Agreement.

12. **APPLICABLE LAW, VENUE, JURY TRIAL.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. Each Party Parties hereby waives their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or rules thereof that may direct the application of the laws of another jurisdiction.

13. **PUBLIC RECORDS COMPLIANCE.**

A. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor shall act on behalf of Toho, as provided under Section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of Section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
2) Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4) Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and

5) If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions, in accordance with this Agreement.

14. **INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of Toho for the purposes including, but not limited to, application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida's Workers' Compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment regarding the manner and means of carrying out the Contractor's activities and responsibilities under this Agreement.

15. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

16. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or as adopted at any time following the execution of this Agreement.

17. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

18. **SOVEREIGN IMMUNITY.** Toho expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, which shall not exceed the dollar amount

for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against Toho, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

19. **BANKRUPTCY OR INSOLVENCY.** If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor; or if the Contractor shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the Contractor's operations of the premises, Toho may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

20. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

21. **ASSIGNMENT.** Assignment of this Agreement by the Contractor shall be subject to express written consent of Toho. Failure by Toho to provide such written consent shall deem any such assignment by the Contractor null and void.

22. **SEVERABILITY.** All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force without being impaired or invalided in any way.

23. **WAIVER.** Failure by the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment of any such covenant, term, provision, condition, or right of election, which shall remain in full force and effect.

24. **NOTICE.** The Parties understand and mutually agree that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. In the event of any change to the addresses indicated below, written notice shall be provided by such Party to the other of such change. All notices required and/or made pursuant to this Agreement to Toho and the Contractor shall be in writing and provided by way of nationally recognized courier or United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Toho: Toho Water Authority
Attn: Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

Contractor: USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292

25. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

26. **ENTIRE AGREEMENT.** This Agreement, including any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement shall supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Section, Toho shall have the right to immediately terminate this Agreement, without liability and without regard to the notice requirements set forth in Section 7 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by Section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past 36 months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of 36 months from the date of being placed on the convicted contractor list.

31. **EMPLOYMENT ELIGIBLITY VERIFICATION (E-VERIFY)**

A. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.

C. The Contractor or any subcontractor who has a good faith belief that a person or entity, with which it is contracting, knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Contractor otherwise complied, shall immediately notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The Contractor acknowledges that upon termination of this Agreement by Toho for a violation of this section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor will be liable for any additional costs incurred by Toho as a result of the termination of the contract for violation of this section.

F. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

G. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: http://www/dhs/gov/E-verify.

32. **JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship by the Parties. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it uses in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep all books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, by an authorized representative of Toho, and shall be retained by the Contractor for a period of three years, or as otherwise required under the applicable provisions of the State of Florida Record Retention Schedule, after termination or completion of the Agreement, including renewals, or until Toho's full audit is complete, whichever comes first. Toho shall retain the right to audit the books during the record retention period prescribed herein. All books, records, and accounted related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Toho also has the right to conduct and audit within 60 days from the date of execution of this Agreement by both Parties to determine whether the Contractor has the ability to fulfill its contractual obligations to Toho's satisfaction. Toho has the right to terminate this Agreement based upon its findings of such audit without regard to the termination provision set forth herein.

35. **PROJECT MANAGERS.** Toho and the Contractor have identified the individuals listed below as Project Managers, each of who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval by Toho. If Toho and the Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Notwithstanding the foregoing, Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced with another individual.

A. Toho's Project Manager contact information is as follows:

Tim Noyes, Asset Manager
Engineering / Asset Management
Toho Water Authority
951 Martin Luther King Blvd.

Kissimmee, Florida 34741
(407) 944-5040
tnoyes@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Eric McRoberts
USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292
(941) 725-2123
eric@ussiusa.com

36. **SCRUTINIZED COMPANIES.**

A. If this Agreement has a cumulative value that meets, or exceeds, $1,000,000 (One Million Dollars), then the Contractor must certify that it is not a "Scrutinized Company" pursuant to Section 287.135(2), Florida Statutes. A "Scrutinized Company" is a company that is:

1) on the "Scrutinized Companies that Boycott Israel List," created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
2) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
3) engaged in business operations in Cuba or Syria.

B. To ensure compliance with Section 287.135(5), Florida Statutes, certification requirement, the Contractor must complete an "Affidavit of Non-Scrutinized Company Status," a copy of which is attached and incorporated by reference as Exhibit "C." The affidavit must be executed by an individual that is authorized to bind the Contractor and shall be properly notarized.

C. Pursuant to Section 287.135(3)(c), Florida Statutes, Toho may terminate this Agreement should the Contractor be found to:

1) have falsified its certification of non-scrutinized company status; or
2) subsequent to the submittal of the attached affidavit, the Contractor engages in activities that make it a "Scrutinized Company."

37. **SIGNATORY.** Each signatory below represents and warrants that he or she has the

full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

38. **COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.** This Agreement may be electronically executed by the Parties in counterparts, up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Party at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON PAGE THAT FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby, by their duly authorized representatives, have executed this Agreement on the dates set forth below.

USSI, LLC, a Florida limited liability company

By: _____
Printed Name: Dion Vlasak
Title: CEO
Date: _____

Attest:
By: _____
Printed Name: Eric McRoberts
Address: 752 Commerce Drive
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Henry Thacker, Chairman
Board of Supervisors
Date: MAY 10, 2023

Attest:
By: _____
William Land, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [X] physical presence or [ ] online notarization this 1 day of May, 2023, by Dion Vlasak, as CEO of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me or has [X] produced Driver License Florida as identification.

_____
Notary Public
Printed Name or Stamp: _____
My Commission No.: _____
My Commission Expires: _____

CHRIS-LEE MC
Notary Public - Sta
Commission # H
My Comm. Expires

CHRIS-LEE MCCOMBS
Notary Public - State of Florida
Commission # HH 378693
My Comm. Expires May 12, 2027

EXHIBIT "B"

Unit Price List

	Item / Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	$1,605.00	$ 1,605.00
2	Indemnification	1	Lump Sum	$ 107.00	$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$ 107.00	$ 107.00
4	Maintenance of Traffic	1	Lump Sum	$ 107.00	$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$ 0.36	$ 57,600.00
6	Seal Manhole Chimneys	801	Each	$ 353.10	$282,833.00
7	Insert Dishes into Manholes	801	Each	$ 37.98	$ 30,421.00
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$ 10.70	$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	$ 5.35	$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$ 138.03	$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	$ 92.02	$ 55,948.16
10	LS Basin Report	160,000	Linear Feet	$ 0.27	$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$ 0.14	$ 11,200.00
	TOTAL BASE BID				**$ 497,090.50**

EXHIBIT "C"

Contractor Certification Regarding Scrutinized Companies
(Agreements of $1,000,000.00 or more)

CONTRACTOR Name: USSI

CONTRACTOR FEIN: 65-0891727

CONTRACTOR's Authorized Representative Name: Dion Vlasak

Title: CEO

Address: 752 Commerce Drive Suite 15

City: Venice State: Florida Zip: 34292

Phone Number: 941-408-5091

Email Address: Dion@USSIUSA.COM

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: 5-1-2023
Authorized Signature

Print Name: Dion Viasak

Print Title: CEO

STATE OF Florida

COUNTY OF Sarasot

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of company or corporation acknowledging) , a (company or corporation), on behalf of the (company or corporation). He/she is [ ] personally known to me or [x] has produced (type of identification) as identification.

_____
Notary Signature

Printed Name: Chris Lee McCombs

My Commission No.: _____

My Commission Expires: _____

CHRIS-LEE MCCOMBS
Notary Public - State of Florida
Commission # HH 378693
My Comm. Expires May 12, 2027

ifb-20-076 amended and restated agreement final 4 19 23

Toho Water Authority
Bringing you life's most precious resource

Document Processing Form

(This form should remain with the document throughout processing)

Date: 5/9/2023 Requestor's Name: Jill Selby

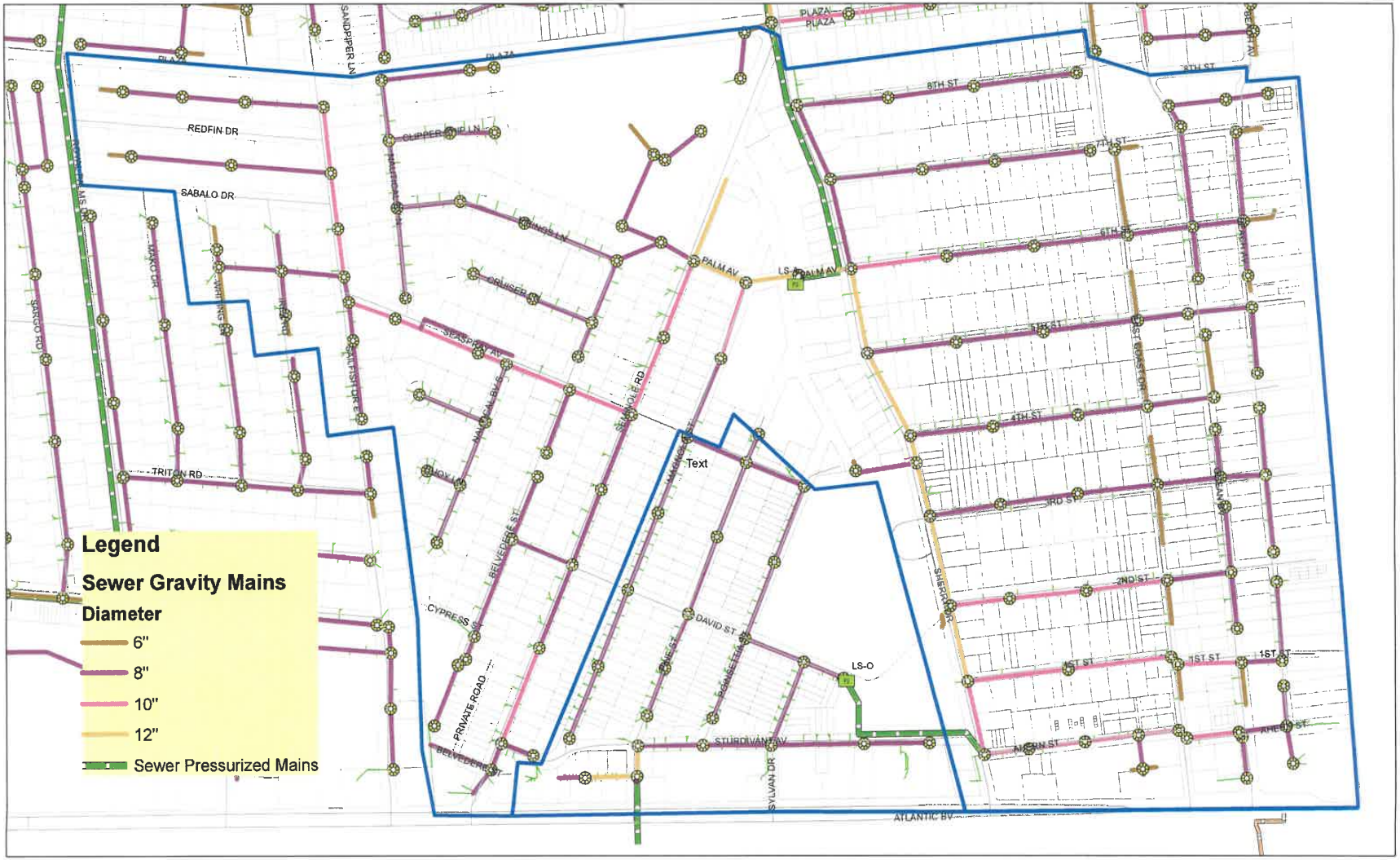
Department: Procurement Extension: 3831

Title of Document: Approval of Amended and Restated Agreement

Project Number: IFB-20-076 Project Name: IN-FLOW ABATEMENT SERVICES

Requested Processing:	To be Completed by Processor	
Check all that apply	Processed By: (Initial)	Date:
☑ Board Signature: Board Meeting Date: 5/10/23 Agenda Item No.: 7N	**Executive Assistant to process:**	
☐ Executive Director's Signature		
☐ Notary		
☐ Forward to Legal Administrative Assistant for Recording		
Check all that apply	**Legal Administrative Assistant Notes:**	
☐ Forward to County Clerk for Recording. Select the applicable County or Counties: ☐ Osceola ☐ Orange ☐ Polk		
☐ Scan to Laserfiche & Notify Requestor		
☑ Return to Requestor		
☐ Dispose of Original		

Comments:



Palm Ave Lift Station Contributing Area

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 24-44 naming the park space at 1609 Coquina Place "Eleanor and Garnett Ashby Memorial Park"

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: Aug. 14, 2024

MEETING DATE: Aug. 26, 2024

BACKGROUND: On May 13, 2024, the City Commission adopted a resolution (No. 24-23 attached in the information packet) establishing a policy to serve as a guide when considering naming and renaming parks, recreation areas and buildings. The City now has a systematic and consistent naming system with these objectives: ensure that parks, recreation areas and buildings are easily identified; ensure that the names are consistent with the values and character of Atlantic Beach and/or the neighborhood served; encourage public participation in the naming, renaming and dedication of parks, recreation areas and buildings; and encourage donations of land, buildings and monetary gifts by individuals and/or groups.

On July 9, 2024, the Arts, Recreation and Culture Committee reviewed and approved a request to name the area known as "Marvin's Garden" Eleanor and Garnett Ashby Memorial Park.

On Aug. 12, 2024, the City Commission discussed the park name request, and it invited and received public comment, in advance of the matter being placed as a resolution at the Aug. 26, 2024, Commission meeting.

RECOMMENDATION: The City Commission consider approving Resolution No. 24-44.

ATTACHMENTS: Resolution No. 24-44
Information packet pertaining to the proposed park naming

REVIEWED BY CITY MANAGER: WBL

RESOLUTION NO. 24-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, NAMING THE PARK SPACE AT 1609 COQUINA PLACE IN ATLANTIC BEACH IN RECOGNITION OF THE SIGNIFICANT COMMUNITY CONTRIBUTIONS PROVIDED BY ELEANOR AND GARNETT ASHBY; ADOPTING THE NAME "ELEANOR AND GARNETT ASHBY MEMORIAL PARK" (SHORTENED ON SIGNAGE AS "ASHBY PARK") FOR THE PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach (the "City") owns and maintains numerous parks and facilities throughout the City; and

WHEREAS, the City Commission adopted by Resolution No. 24-23 a policy to serve as a guide when considering naming and renaming parks, recreation areas and buildings; and

WHEREAS, utilizing the Park, Recreation Area and Building Naming Policy as a guiding document, the Arts, Recreation and Culture Committee reviewed and on July 9, 2024, approved a request to name the park space at 1609 Coquina Place "Eleanor and Garnett Ashby Memorial Park".

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

SECTION 1. In recognition of the significant community contributions provided by Eleanor and Garnet Ashby, the City Commission hereby adopts the name "Eleanor and Garnett Ashby Memorial Park" (shortened on signage as "Ashby Park") for the park space at 1609 Coquina Place.

SECTION 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 26th day of August 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Naming/Renaming Summary Document for Parks, Recreation Areas, and Buildings

Address: 1609 Coquina Place

Proposed name: Eleanor and Garnett Ashby Memorial Park (Ashby Park)

If renaming, what is the current name of the park, recreation area, or building? NA. Although the park has a "Marvin's Garden Park" sign and is identified in some City documents as a park, it is apparent that the name is unofficial, as there evidently is no record or indication of City Commission approval.

Staff Member Facilitating Naming/Renaming Consideration

- **Name:** Kevin Hogencamp
- **Title:** Deputy City Manager
- **Phone Number:** (904) 247-5804
- **Email Address:** khogencamp@coab.us
- **Date:** July 18, 2024

Requester Information (if applicable)

- **Name:** Sandy Martin
- **Address:** 2205 Fleet Landing Blvd. Atlantic Beach
- **Phone Number:** (904) 252-0517
- **Email Address:** smartin92@comcast.net

Park Information

- **Is this request for a new park name (naming) or a change to an existing park name (renaming)? (Select one)**
  - Naming
  - Renaming
- **To the best of City staff's knowledge, does this request adhere to the guidelines of the City's park, recreation area and building naming policy?** (Yes/No) **If not, please explain.**
- **Briefly explain the proposed name (250 words or less):** Sandy Martin advises that "Marvin" is her family's late dog, which routinely was in the park and often against the family's wishes, and one day a neighbor hung a "Marvin's Garden" sign to a tree near where Marvin sat. Years later, in 2000, Ms. Martin was surprised to see that park name had made it into a book about Atlantic Beach. Ms. Martin and others desire to name the park after Eleanor and Garnett Ashby, who – unlike Marvin – significantly contributed to the neighborhood, the community, and greater Jacksonville.
- **Is the name easy to understand and pronounce?** (Yes/No)
- **Departments, organizations, or individuals who have been consulted regarding the proposed name, if applicable:**
  - City Manager's Office

  - Planning/Community Development
  - Public Works
- **(Optional) Attach any supporting documents (e.g., historical records, letters of support).**

Attachments:

- City of Atlantic Beach Park, Recreation Areas and Building Naming Policy attached.
- Letters of support, obituaries, and additional documentation attached.

February 29, 2024

RE: Garnett and Eleanor Ashby Park

TO WHOM IT MAY CONCERN

My name is Sandra Martin (formerly Sheppard). I am here to ask for your consideration in naming the passive park on Dewees Avenue for long-time residents and good neighbors, Eleanor and Garnett Ashby.

The park is a small triangle bounded by Dewees on the north and Coquina Place on the West. It has become known as Marvin's Garden. Marvin was our dog and we have no desire to name this park after him. (See "As to Marvin's Garden below.)

Garnett and Eleanor grew up in Jacksonville where Garnett met, proposed to and married Eleanor. But after returning from their honeymoon in 1954, they decided to move to Atlantic Beach and live in the house at the foot of Dewees Ave—and did so for the rest of their lives.

The Sheppard family moved to Dewees Avenue in 1972. Although our mailing address was Atlantic Beach, legally Jacksonville governed all the land east of Seminole Rd, from 16th Street to Hannah Park. Neither the dog catcher nor the police patrolled.

My first encounter with the Ashbys was with Garnett on Beach Ave. about the Dewees Ave. access to the beach. The access offered a ladder from the bulkhead to the granite boulders below. I mentioned my dilemma of getting both of our kids, ages 5 years and 16 months, down the leader, across the boulders to the beach and said I planned to call the city of Jacksonville about building a walkover. He immediately volunteered that we could use his oceanfront yard to get to the beach —" we did not want to be on Jacksonville's radar". So we, along with our neighbors, traipsed through their side yard for quite a few years making a path to the ocean. On his 50th birthday, in appreciation of his generosity, we bought stepping stones to cover the path we had made.

As the builder of Kona Skate Park, Garnett was generous with free passes for the boys on Dewees. And at least two weddings of our children were held in their yard.

Eleanor became the director of Leadership Jacksonville the year after I went through, but the alumni planned the next year's programs. I was in charge of one of those program days. And Eleanor could not have been more supportive even when one of my speakers was a "no show." Her directorship continued for 20 years.

Both of them were Legends of Jacksonville and the Beaches, but for me the Ashbys were the "family in the big house," and our good neighbors.

February 29, 2024

As to Marvin's Garden
Marvin was our family's undisciplined, infamous black-lab mix who would follow our daughter, Laura, when she babysat for the Morton family on Coquina Place. Marvin would wait for Laura across the street in the park. Someone in the Morton family wood burned a board "Marvin's Garden" and nailed it to the tree above where Marvin sat. All the neighbors knew Marvin, for good or ill, so it was nothing more than an acknowledgement. He did very little, if anything, too contribute to the neighborhood.

Then in the early 2000's, I bought this cute little book by a local teacher, Paula O'Bannon, The Tale of Atlantic Beach. And, lo and behold, there on page 48 under "Passive Parks" was a paragraph on "Marvin's Garden."
Although this is a funny happenstance, please, let's name it for the people who deserve the honor: Eleanor and Garnett Ashby.

Sincerely,

Sandy Martin
2205 Fleet Landing Blvd
Atlantic Bch, Fl 32233

City of Atlantic Beach

Recommendation to Name City Park on Dewees Avenue

The Garnett and Eleanor Ashby Memorial Park

Late at night on July 25, 2015 while walking our dog on Beach Avenue, I noticed a large white cargo van in front of the Ashby home on Beach Avenue. I smiled thinking warmly about Eleanor's kindness to us as neighbors over many years. She must be gone, I thought. Her quiet elegance and inclusiveness would be greatly missed. Garnett must be happy to see her. Soon the funeral home staff wheeled the cart with Eleanors's body from the ocean side along the brick walkway of the Dewees Avenue beach access onto Beach Avenue. As she passed, I could picture Eleanor waving goodbye to the neighborhood they both loved so much and to the Dewees Park just a few steps away. For us, Eleanor and Garnett had embodied what a neighborhood could and should be.

A picture of this very Dewees beach access is on the cover of my 450-year history book of the Beaches. It is actually a photo of the Dewees Avenue public shower with Beaches town and city names tacked up onto it. These two wonderful neighbors had graciously welcomed my wife Kathie and me to neighborhood several years earlier; and had encouraged me and helped me with writing the Beaches history. Not only was Garnett incredibly helpful but he was also quite entertaining, filling me in on facts and personalities. In speeches around the Beaches since that time, I often tell Garnett anecdotes.

Eleanor often included us in dinner parties held in her real candlelit dining room and we spent many long evenings out on their spacious screened porch. Eleanor enjoyed getting people together whether it was to celebrate St. Patricks Day or for Easter dinner. Garnett and Eleanor had moved from Jacksonville to Atlantic Beach in 1953, soon after their marriage. The original 1934 contract for his grandfather's purchase of the lot and house hung in den

for all to see. The grand total was $2400. They raised their three children in this special home and the family was the glue that held neighborhood together. For example, the Ashby family was the sparkplug of an annual neighborhood tradition with a New Years Eve oyster roast and an oceanfront bonfire of every available real Christmas tree gathered from the area.

Both Garnett and Eleanor had extensive community involvement at multiple levels in the region including the City of Jacksonville, the Beaches Communities in general, Atlantic Beach in particular and locally on the friendliest stretch of road that one could find from 16th-17th Streets on Beach Avenue.

Garnett was a pioneer blazing new trails from building the ~~Atlantic Beach~~ Kona skate park in 1976 to introducing cable television to the entire region in the 1980s. Eleanor was a force in her own right by helping found Leadership Jacksonville and leading the organization for twenty years. She was also a founding member of Friends of Atlantic Beach Elementary. Kathie and I are so grateful for the time we had with them.

Dewees Avenue is named for a man who owned 2,300 acres in Mayport at the start of the 19th Century. A better name than Dewees for the road, the beach access and the park would be Ashby Avenue, Ashby Beach Access and Ashby Park. But with only the park to be named, Kathie and I strongly support and urge the City to name the city park on Dewees Avenue "Eleanor and Garnett Ashy Memorial Park".

Neil A. McGuinness

Former Address: 1629 Beach Avenue

Current Address:

1820 Sevilla Blvd, #304

Atlantic Beach, FL 32233

2/15/2024

Kathie M. McGuinness

Former Address: 1629 Beach Avenue

Current Address:

1820 Sevilla Blvd, #304

Atlantic Beach, FL 32233

2/15/24

This is the text from when Eleanor was named a "Beaches Legend".
Will get my letter to you in the morning. It's coming along.

Neil

Although the recent, unexpected passing of our first honoree leaves a gap in our lives, the memory of her extraordinary vision and community service lives on. As one of the founders of Leadership Jacksonville, and its executive director for 20 years, she helped shape many future leaders in Northeast Florida, working behind the scenes to promote and enable them to achieve their goals of service within the community. She had an extraordinary ability to connect people, whether it was in meetings or simply around the dinner table.

This dynamic Atlantic Beach philanthropist grew up on Florida's First Coast and raised her family here. She was instrumental in the development of Youth Leadership Jacksonville, a founding member of JCCI, the Women's Giving Alliance, Friends of Atlantic Beach Elementary and the PACE Center for Girls. She also served on the boards of the Jacksonville Symphony Orchestra, Planned Parenthood of Northeast Florida, Beaches Fine Arts Series, the University of North Florida Advisory Council and was a member of the Jacksonville Women's Network.

Among many awards she received for her commitment to improving opportunities for everyone were the Arnolta Johnston "Mama" Williams Lifetime Achievement Award presented at the Florida Times-Union's EVE Awards; the Celebration of Leadership Award from Leadership Jacksonville, the HandsOn Jacksonville Bernard V. Gregory Award and the OneJax Humanitarian Award. History was one of our first honoree's passions, so tonight the Beaches Area Historical Society wants to once again honor Eleanor Johnson Ashby by making her a 2015 Beaches Legend. Accepting the award for Eleanor is her daughter Stuart Ashby Fore.

Stuart Ashby-Fore <sashbyfore@gmail.com> 1/25/2024 12:47 PM

Dewees Park

smartin92@comcast.net <smartin92@comcast.net>

Hi Sandy,

I apologize for the tardiness of this. Thank you so very much for working to get the park named for Daddy and Mom.

They lived at 1637 Beach Ave., starting when it was called Garage Approach Road and Dewees was a dirt road, for their entire married lives until their deaths a few years ago. They were such a special part of the neighborhood. My great grandfather had the home built and I was privileged to grow up there.

Atlantic Beach is a wonderful community and my family would be so touched to have the park become Garnett and Eleanor Ashby Gardens.

Thanks again.

Warmly,

Stuart

March 1, 2024

To Whom It May Concern

In 1981 I purchased a small two-story house on Coquina Place in what was then called Seminole Beach. The house was directly in front of a small park that had a huge Magnolia tree. The park was the land of pirates and cowboys for my son and a fairyland for my daughter. I was a newly divorced mother of two who was looking for a more relaxed and safer place to raise my children.

I did not think I knew anyone on this wonderful sandy path-road to the ocean but, to my surprise, the very first people to welcome me to my new home were Garnet and Eleanor Ashby. I had recently taken a job downtown in the 666 Building that housed Garnet's family businesses. One included the offices of a cable company I had just started working for. Their welcome included a lovely dinner and an explanation of how they ended up in their home on the ocean.

Garnet and Eleanor were raised in Jacksonville and when they married decided that Seminole Beach would be a good place to raise their children. Garnet's grandfather had built the house they moved into many years before. Garnet had wonderful stories of playing in the park behind the house and even in my little cottage when it was being built.

Both Garnet and Eleanor raised three successful children in that house but also spent many years contributing to the community. Garnet was a successful businessperson and donated his time and money to many community improvement projects. Eleanor was one of the founders and director of Leadership Jacksonville. She also contributed her time and money to many organizations that changed the lives of thousands of people.

On a neighborhood scale, their yard was the pathway to the beach for all the neighbors. The neighborhood celebrated holidays, weddings, birthdays, and even a funeral or two on their large, screened porch. If you were sick a meal was delivered. If you had too small a home and too many guests, a room was offered.

Garnet and Eleanor were my dear friends and mentors, but the most critical point is that they contributed so much of their energy and time to help build a community today we can be proud of.

By naming this small, lovely park in honor of the Ashby's, you would be establishing a reminder of what it means to be a true servant to the community one lives in today.

Thank you for your consideration,

Ann C. Murphy

Ann C. Murphy
449 Hopkins Street
Neptune Beach,
Florida, 32266

Catherine Grant <clygrant@gmail.com> 2/19/2024 3:37 PM

Ashby Park

smartin92@comcast.net <smartin92@comcast.net>

Apologies Aandy. My eyesight is so poor now. This has taken longer than anticipated.

Thank you Sandy for the wonderful idea! The Ashbys were such supporters of Atlantic Beach and all of us who were fortunate to live in the area while they were resident there. It would be very fitting to name the small park at the corner of Dewees near their old home 'Ashby Park' in their memory. Good luck!

--
Catherine Grant
(904) 372-7652

Hank Osborne <osborne.hank@gmail.com> 2/21/2024 11:16 AI

Garnett and Eleanor Ashby

smartin92@comcast.net

Sandy--

Thanks for your effort on naming our little park.

As long-time residents of Atlantic Beach, we think it's a brilliant idea to name the park on DeWees Avenue and Coquina Place after Garnett and Eleanor Ashby. The Ashbys lived near that park for over a century, before there was air conditioning. They always generously opened their home for all the neighborhood, helping make us a neighborhood. Four generations of my family attended their New Year's Oyster Roast, a tradition for some fifty years or more. It would be a wonderful way to recognize all their contributions to the life of our community.

Hank Osborne and Rena Coughlin

Deana Ly Bryant
2484 Bluffton Dr W
Jacksonville, FL 32224

January 28, 2024

To Whom it may concern:

When I heard that there is an effort to rename the small park on Dewees Avenue in Atlantic Beach to Ashby Park, I was excited to add my support to the effort.

We were the Horne family who built the original house at 66 Dewees Avenue and my daughter, Tasha Horne (now Tasha Laadis) played up and down Dewees Avenue for years. In fact we all did, including the steps up to the Ashby's yard where we wore a path to the ocean.

The Ashby family were generous and gracious neighbor and always allowed the neighborhood access to the beach. In this style of leadership they set the tone for our neighborhood, the most connected neighborhood I have experienced in my 75 years.

Thank you,
Dana Bryant

To Whom It May Concern,

I am writing to express my enthusiastic support for the proposed change of Marvin's Garden to Eleanor and Garnett Ashby Park. I believe that this change would be a meaningful way to remember two people who helped Atlantic Beach become the great place to live that we know today. The Ashbys were always respectful of others and welcomed neighbors into their home with warmth, respect and grace as opposed to the cantankerous canine the park is currently named after.

I urge you to consider and approve the renaming of Marvin's Garden to Eleanor and Garnett Ashby Park. This change would be a fitting tribute to two individuals who have made a lasting impact on our community.

Thank you
Sincerely,

Terri and William Permenter
78 Dewees Avenue
Atlantic Beach
Florida

I live near the park in Atlantic Beach that is located between Dewees, Coquina and Beach Avenue. In October a sign was installed with the name " Marvin's Garden". At some point in our AB history, naming this green space after Marvin might have been a funny little prank. Marvin was a dog who lived next to the park and claimed the space as his own. From what I have been told, Marvin was very territorial and terrified many passers by with his fierce bark.

When I consider the tradition of naming parks and green spaces after citizens who have contributed to the welfare of our city, I am surprised that this little space received a dog's name. Donner, Bull, Johansen, Russell, Jordan, to name a few. There are several residents who could be honored with their name on the sign. Eleanor and Garnet Ashby lived adjacent to the park for many years and were upstanding contributors to our fair city. Naming the park after the Ashby's seems more fitting with our tradition.

I want to say, " Thank you COAB Parks for all you do to keep our parks clean and green! You are very much appreciated!"

Sincerely,
Lynn Coalson

Jean shepard <hnjshepard@comcast.net> to me

We are happy to support naming the park on Dewees and Coquina after Garnett and Eleanor Ashby. Jean and Herschel Shepard

February 29, 2024

To Whom It May Concern,

I am an Atlantic Beach resident writing to show support for changing the name of the Atlantic Beach park on Dewees Avenue from Marvin's Garden to Ashby Park. As I understand, the name Marvin's Garden was given some years ago – the name Marvin being the name of a dog owned by Martin family who lived across the street from the park.

Now Sandy Martin, the past owner of Marvin, proposes the name of the park be changed from Marvin's Garden to Ashby Park. The Ashbys were long-term and well-known residents of Atlantic Beach who lived next to our well-loved and enjoyed park for decades. They were generous, supportive, and active contributing residents of this community. Honoring the Ashby history, and the Ashby's contribution to this neighborhood makes perfect sense and feels right.

I fully support the change in the park's name.

Sincerely,
Helen Bryan

Dear Members of the Atlantic Beach City Commission

I am writing to respectfully request a change in the name of Marvin's Gardens Park to Eleanor and Garnett Ashby Park.

Eleanor and Garnett Ashby were pillars of our community, whose contributions and dedication have left an indelible mark on the fabric of our city. Their tireless efforts to enhance the quality of life for residents of Atlantic Beach serve as an inspiration to us all.

Eleanor and Garnett Ashby Park would honor their legacy and serve as a fitting tribute to their countless contributions to our city. Their passion for preserving our natural environment and fostering a sense of community spirit resonates deeply with the values that our parks embody.

I believe that renaming Marvin's Gardens Park to Eleanor and Garnett Ashby Park would not only celebrate the lives of two extraordinary individuals but also reflect the esteem and gratitude of the Atlantic Beach community.

Thank you for considering this request. I am available to provide any additional information or support needed to facilitate this change.

Sincerely,
Nick Trefry

City of Atlantic Beach
Parks and Recreation Dept.
March 26, 2024

I support the proposal to rename the park know as Marvin's Garden Park to Ashby Park in Atlantic Beach. This passive park, located at Dewees Avenue and CoquinaPlace, is a quiet shady area enjoyed by residents and visitors on a daily basis and is near the former home of the Ashby Family.

Thank you to the Public Works Dept. for adding benches, picnic tables and trash cans and for continuing to maintain this area.

Diane Sackett
88 Dewees Avenue

April 16, 2024

The Honorable Mayor and City Commissioners
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

Dear Mayor and Commissioners:

I wholeheartedly endorse and support the proposal to name the passive park on Dewees Avenue after Garnett and Eleanor Ashby.

The Ashbys were long term residents of Atlantic Beach as well as major contributors to the community of Atlantic Beach as well as the Jacksonville area as a whole. They were both very supportive of me during my time on the Atlantic Beach commission.

Eleanor was the highly regarded CEO of Leadership Jacksonville for many years. She was a founding member of the Jacksonville Community Council and served on the boards of Pace Girls, the Jacksonville Symphony Orchestra and many others. She received multiple awards and recognitions for her civic involvement.

Garnett was best described as a true gentleman. In addition to being active in his family business including Monticello Bank, he developed and built Kona Skateboard Park as well as being a founder of Clearview Cable TV. He was involved in The Boys Club, Rotary Club, the Ida M. Stevens Foundation and The Roberts Charitable Trust. He was a founding member of Vicars Landing and served on the vestry at Christ Episcopal Church.

I would be thrilled if the commission were to positively act on this request. They were strong community contributors and deserve recognition.

Respectfully,

William Gulliford
75 Beach Avenue

RE: Naming Passive Park for Garnett and Eleanor Ashby

Dear Commissioners of Atlantic Beach,

I live on the corner of Beach Avenue and Dewees Street near the space in discussion. Our family were good friends with the Ashby family (Eleanor and Garnett) who lived in this area for many years. We support renaming the space to honor their memory.

The space is currently a city right of way being used as a park as well as access to the back area of several condos which need to be accessible as a second way to exit . We hope this area can be renamed to honor the Ashby family .

Sincerely

Leslie G Platock
Atlantic Beach

May 8, 2024

MILNE & BUCKINGHAM
Law Firm
1912 Hamilton Street
Suite 203
Jacksonville, FL 32210
(P) 904-387-5400
(F) 904-384-8215

Ronald T. Buckingham
1935-2018

Douglas J. Milne

Fla. Sup. Ct. Certified
Circuit Civil Mediator
doug@milnecorpjax.com

April 19, 2024

Sandy Martin

Dear Sandy:

A mutual friend, Billy Gulliford, tells me there is movement underway toward naming an Atlantic Beach park for Eleanor and Garnett. What a terrific idea, and I sure commend you for pursuing it.

Like so many others, I considered Garnett and Eleanor among my very best friends. and know you shared that feeling too. What a meaningful way to memorialize them, especially in Atlantic Beach, a place they so dearly loved. Understandably so.

I am happy to help in any way I can to see this happen, financially and otherwise. Please just let me know what we can do .

Very best wishes to you, and thank you again for this undertaking. I hope to see you soon.

Sincerely,

Doug

Douglas J. Milne

cc: Bill Gulliford

ASHBY C.L.G. (Garnett) Garnett Ashby passed away peacefully just before dawn in his home surrounded by his family on May 14th, the morning after his and Eleanor's 56th anniversary. He is survived by his loving wife Eleanor, his three children Stuart Ashby-Fore of Atlantic Beach, Elizabeth 'Baba' Frew and her husband Peter from Watertown, CT, and Linden and his wife Susan from Milton, GA, as well as his nine grand children: Anna Lester Merkel and husband Weston, Olivia, Francis Garnett Harrison, Arthur, and Gus Fore, Amanda and Garnett Maxmillian Frew, Grace and Savannah Ashby, and his niece Ellie Slade. Garnett was born in Jacksonville on August 13, 1927, the son of Clarence and Eloise Ashby. He grew up on Montgomery Place in Avondale, taking advantage of the river and all that it had to offer. He was an avid sailor, swimmer, skier, diver, power-boater; in short, if it involved boats and water he loved it. He attended the Bolles School as well as the Lawrenceville School in New Jersey. In 1945 Garnett joined the navy, and hearing about this, the Japanese promptly surrendered! After he was discharged he went on to attend The University of The South, 'Sewanee', which he loved and supported for the rest of his life. Upon returning home Garnett went to work for his grandfather, Tharp Roberts, at his company The Monticello Drug Company where he thrived, eventually becoming the president, a position he maintained until 1996 at which time he sold his interest and devoted his attentions to the Monticello Bank. In the summer of 1953 a young beauty named Eleanor Johnson caught his eye while they were both attendants in the wedding of mutual friends. Garnett wasted no time in stating his intentions, proposing, and marrying her. After returning from their honeymoon they made a decision that would change their lives; they left town and moved to Atlantic Beach where they have lived happily in the same house to this day. In 1968 Garnett bought his beloved wooden hulled Nimphus sailboat known widely in local maritime circles as the 'Staunch'. After retirement, he and Eleanor were fortunate enough to enjoy many wonderful trips around the world, often with their friends Nancy McDonald, Katherine Grant, and Anne Murphy whom Eleanor jokingly referred to as Garnett's 'harem'. In all of their travels they held a particular love for the Scottish Highlands, returning every year to their home away from home, Applecross. He was a voracious reader, and was completely contended when immersed in many books at a time. Garnett was a man of vision, often seeing trends well before others took notice. He opened a car dealership with his childhood friend Kenneth Merrill called 'The Car Store' in 1970 where they sold Datsuns, Rovers/ Land Rovers, BMWs, and Triumphs, small interesting imports at a time when people were only thinking Chevy. He built Kona Skateboard Park in 1976, which is still in operation today as the oldest, continuously operating Skateboard Park in the country. With his good friend Doug Milne and others he founded 'Florida Clearveiw Cable Company' in 1978, installing and providing cable access for communities all over northeast Florida and South Georgia before selling to Continental Cable in 1986. He was involved in charities including The Boys Club and The Rotary Club, as well as serving as a trustee of The Ida M. Stevens Foundation and The Roberts Charitable Trust, both local organizations that fund numerous causes in the Jacksonville community. He was also a founding board member of The Beaches Hospital and one of the youngest Commodores of The Florida Yacht Club. Garnett served on the vestry of Christ Episcopal Church and was a founding board member of Vicars Landing. Garnett Ashby was a gentleman in the truest sense of the word; a truly gentle man. His love and friendship touched more people than one can imagine, and he will be sorely missed. The service will be held at Christ Episcopal Church Ponte Vedra on Monday the 17th at 11:30. In lieu of flowers please send donations to Christ Episcopal Church, 400 San Juan Dr., Ponte Vedra Beach, FL 32082; The University of the South, Sewanee, TN 37375; Community Hospice, 4266 Sunbeam Road, Jacksonville, FL 32257 or the charity of your choice. Arrangements are by Hardage- Giddens Funeral Home, Jacksonville Beach. Please Sign the Guestbook @ Jacksonville.com<http://jacksonville.com/>

5-14-2016

ASHBY Eleanor Johnson Ashby passed away at home on Saturday, July 25, 2015 after a brief battle with cancer. Born October 17, 1931 to Imogene Jimmy and William Bill Johnson, she was predeceased by her husband of 56 years, Garnett Ashby. She attended the Bartram School and Sweet Briar College before embarking on a career that would prove influential to Jacksonville's cultural and political landscape. Eleanor was one of the founders of Leadership Jacksonville and became the third Executive Director, a position she held for twenty years from 1978 to 1998. As Executive Director, she helped to shape many future leaders, enabling them to achieve their goals of service within thei community. Eleanor was also instrumental in the development of Youth Leadership Jacksonville. She was a founding member of JCCI, the Women's Giving Alliance, Friends of Atlantic Beach Elementary, and the PACE Center for Girls, where she served as president of the Corporate Board and was a Life Member of the Board. She was also on the boards of the Jacksonville Symphony Orchestra, Planned Parenthood of Northeast Florida, the University of North Florida Advisory Council, and was a member of the Jacksonville Women's Network. She served as president of the Symphony Guild and loved to attend symphony performances. She was recognized for her commitment to improving opportunities for all and awarded the Arnolta Johnston Mama Williams Lifetime Achievement Award at the Florida Times-Union's EVE Awards, the Celebration of Leadership Award from Leadership Jacksonville, the HandsOn Jacksonville Bernard V. Gregory Award, and the OneJax Humanitarian Award. She will be honored this fall by the Jacksonville Beaches Historical Society as a Beach Legend. In short, she stayed busy! One of Eleanor's greatest strengths was the ability to connect people, be it around the dinner table or in meetings. She loved to entertain, and opened her home to many for great food, abundant wine, and wonderful conversation, and delighted in sitting on her porch in Atlantic Beach, surrounded by friends and family. She had a grand time playing bridge and mahjong with her friends, and her love of history and literature stayed with her until her last days. Eleanor and Garnett shared a passion for travel that they passed on to their children and grandchildren, and were fortunate to see much of the world together. Of all their travels, they held a particular love for the Scottish Highlands, returning every year to their home away from home, Applecross. Eleanor's commitment to her community was second only to her love for her husband, children, grandchildren, and dear friends. She is survived by her three children: Stuart Ashby-Fore, Elizabeth Baba Frew (Peter), and Linden Ashby (Susan); as well as her ten grand children: Anna Merkel (Weston), Olivia, Harrison, Arthur, Gus and Patrick Fore(Lindsey), Amanda and Max Frew, Grace and Savannah Ashby; and her niece, Ellie Slade (Bill). There will be a Memorial Service at Christ Episcopal Church, Ponte Vedra Beach on Wednesday, July 29, 2015 at 2 p.m. In lieu of flowers, the family suggests contributions be made to PACE Center for Girls of Jacksonville or Community Hospice of Northeast Florida. Please visit our online Tribute at www.quinn-shalz.com<http://www.quinn-shalz.com/>. Services under the care and direction of Quinn-Shalz Family Funeral Home.

RESOLUTION NO. 24-23

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ADOPTING A PARK, RECREATION AREA AND BUILDING NAMING POLICY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to establish a park, recreation area and building naming policy; and

WHEREAS, the park, recreation area and building naming policy (Exhibit A) pursuant to this Resolution balances numerous factors: honoring history and community figures; reflecting parks', recreation areas' and buildings' character; and ensuring clarity to avoid confusion; and

WHEREAS, this park, recreation area and building naming policy provides the City a framework document that identifies and plans procedures used in the consideration of naming and renaming City parks, recreation areas and buildings.

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

SECTION 1. The City Commission hereby adopts a park, recreation and building naming policy (Exhibit A).

SECTION 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of May 2024.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

EXHIBIT A

City of Atlantic Beach Park, Recreations Area and Building Naming Policy

***The City of Atlantic Beach encourages community participation in the naming process. City staff will strive to engage the public in the naming process. Proposals submitted by residents help identify and capture the essence of* parks', recreation areas' and buildings' importance to the community.**

Purpose

The purpose of this policy is to establish a systematic and consistent approach for the official naming of City parks, recreation areas and buildings.

Objectives

A. Ensure that parks, recreation areas and buildings are easily identified and located.

B. Ensure that the names of parks, recreation areas and buildings are consistent with the values and character of Atlantic Beach and/or the neighborhood served.

C. Encourage public participation in the naming, renaming and dedication of parks, recreation areas and buildings.

D. Encourage donations of land, building, or monetary gifts by individuals and/or groups.

Definition

Parks, recreation areas and buildings – includes all property assets under the City's ownership and under the City oversight including buildings, structures, open spaces, public parks, trails, natural areas, wetlands, environmental habitat and land.

Authorization

The process of naming sites shall be the function of City Manager or his/her designee. The Arts, Recreation and Culture Committee will recommend names to the Atlantic Beach City Commission for final approval.

Guidelines

The following guidelines will be used when naming parks, recreation areas and buildings. The City Commission has discretion when evaluating proposals; thus, proposals meeting the guidelines does not guarantee naming, nor do the guidelines serve as an absolute requirement

for naming.

A. Restrictions are as follows:

1. The name shall not duplicate the name of any other park, recreation area or building in Atlantic Beach. The exception would be a facility carrying the same name as the park in which it is situated (e.g. Sunset Field located in Sunset Park). Caution shall be used when duplicating names of parks, recreation areas and buildings in nearby cities to minimize confusion amongst the public and emergency response teams.

2. Names shall not be given to small amenities with identifiable lifespans, e.g. park bench, playground equipment, unless the City creates a specific naming opportunity.

3. The name of parks, recreation areas and buildings shall not be changed without extraordinarily good reasons.

B. Discretion shall be used to avoid an overabundance of named features or facilities in any single park, and the naming shall not diminish or overshadow the park's name.

C. Consideration to name a park, recreation area or facility in honor of a person (or persons or family) shall only be given to individuals who have been deceased for a minimum of six months and one or more of the following criteria has been met:

1. The individual, individuals or family has contributed significant support to the development or operation of the park, recreation area or building, the overall recreation and parks system, and/or the community in general. The suggested name must be accompanied by evidence of such contributions and/or service, or to any of the City's companion organizations that function in cooperation with and on behalf of the City, such as an environmental-protection or youth athletic organization.
2. An outstanding community individual who has made significant and long-term civic contributions to the community of Atlantic Beach as determined by the Atlantic Beach City Commission.

3. A substantial donation (typically not less than 50% of the value of the property or improvements), as determined by the Atlantic Beach City Commission, has been made to the City, or companion organization, by or in memory of an individual, group or family.

D. Consideration to name parks, recreation areas and buildings after those who are still living must meet one or more of the following:

1. A land donation in which a naming provision has been made on the deed and accepted by the Atlantic Beach City Commission.

2. A substantial monetary donation (typically not less than 50% of the value of the property or improvements) has been made to the City wherein the donor stipulated

a naming provision as a condition of the donation and this condition has been accepted by the Atlantic Beach City Commission.

a. If naming is approved for an item that has a lifespan such as structures, equipment, etc., the naming of such item shall expire when the lifespan of the item is met. At the time of replacing such item, the original donor/naming recipient shall have the opportunity to donate funds to continue the naming of the replacement item. If the original donor/naming recipient is not interested in continuing the naming of the item, the City may seek other donations for naming consideration.

Process

A. Naming of New or Existing Un-Named Parks, Recreation Areas and Facilities

1. The City Commission, Arts, Recreation and Culture Committee and/or City Manager can initiate the naming process whenever deemed necessary and/or when it's in the best interest of the City.

2. City staff shall inform the public about parks, recreation areas and buildings to be named and encourage proposals to be submitted.

3. Naming proposals shall be submitted in writing to the City Manager.
4. Those submitting a naming proposal shall indicate how the proposed name is consistent with the criteria stated in this policy and describe the thought/meaning behind the name and their connection to Atlantic Beach.
5. When naming after a person or persons, the proposal shall describe the person's contributions to the community. Written documentation of approval by next of kin to be honored (if available/possible) is encouraged as part of the proposal. City staff will review the proposal for adherence to the stated criteria and authentication of statements relative to indicated contributions in the case of an individual before forwarding it to the Arts, Recreation and Culture Committee.

6. The Arts, Recreation and Culture Committee will offer the opportunity for public input on the proposed names received during a regularly scheduled committee meeting.

7. In the absence of any naming requests, the Arts, Recreation and Culture Committee shall adhere to criteria stated in this policy in recommendation of a name.

8. The Arts, Recreation and Culture Committee shall submit its recommendation to Atlantic Beach City Commission for final decision.

B. Renaming an Existing Park, Recreation Area or Facility

1. Renaming of parks, recreation areas and facilities carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and

community identification are important community values. Proposals must meet the criteria in this policy, however, meeting all criteria does not ensure renaming.

2. Deed restrictions need to be accounted for when considering the renaming of parks.

3. Parks, facilities and geographic features named after individuals shall not be changed unless it is found by the Atlantic Beach City Commission that the individual's personal character was such that the continued use of the name for a City park, recreation area or facility would not be in the best interest of the City.

4. Parks, recreation areas and facilities named for a location, a geographic feature or a community/neighborhood may be considered for renaming. However, the existing name of a park, recreation area or facility which is of local or national importance, or which identifies an outstanding geographic or physical feature shall not be changed unless the Atlantic Beach City Commission determines that there are extraordinary circumstances of local, state or national interest to justify the name change.

5. When considering the renaming of a park, recreation area or facility, the proposed name must meet the same guidelines and follow the naming process as defined above.

MEMO

April 10, 2024

To: Bill Killingsworth, City Manager

From: Kevin Hogencamp, Deputy City Manager KH

A good city government naming policy should balance various factors: honoring history and community figures, reflecting the park's, recreation area's or building's character, and ensuring clarity to avoid confusion.

Priorities:

- **Geographic features/historic significance:** This could include naming the park, recreation area or building after a local river, a historical neighborhood it's located in, or the area's indigenous people.
- **Natural features:** This highlights a distinctive characteristic, like "Sunset Hill Park" or "Eagle Creek Playground."
- **Outstanding community figures:** This recognizes individuals who made significant contributions, with a focus on civic service.

Restrictions:

- **Avoid duplication:** The name shouldn't clash with existing parks, recreation areas or buildings, or with cities' parks, recreation areas or buildings, to prevent confusion for emergency services and residents.
- **Evidence for individuals:** Nominations for individuals should come with documentation of their contributions.
- **Respectful names:** The name should be appropriate for all ages and cultures.

Process:

- **Public Input:** The policy should outline how residents can propose park, recreation area or building names, and provide feedback on suggestions.
- **Review:** An advisory committee or commission could review proposals based on the set criteria and make recommendations.
- **Final Approval:** The final decision on the park, recreation area or building name would rest with the City Commission.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 24-45 continuing the City's grant-writing and related services agreement with Langton Associates, Inc.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager

TODAY'S DATE: Aug. 14, 2024

MEETING DATE: Aug. 26, 2024

BACKGROUND: The City of Atlantic Beach desires to continue the services of Langton Associates, Inc. for the City's grant-writing and related needs. Langton has agreed to a renewal of its contract with the same terms and conditions of the current contract, plus a 3% cost-of-living adjustment. The FY 2024-25 agreement amount is $46,971.94.

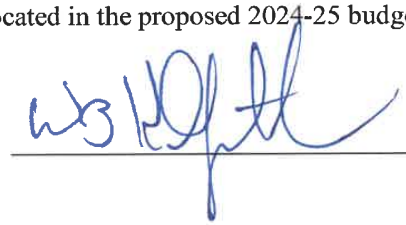
The services that Langton provides to the City are as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Intergovernmental Relations with Federal and State Governments
- Provide a Bi-Weekly E-Mail Grant Alert

RECOMMENDATION: The City Commission approve Resolution No. 24-45 in the amount of $46,971.94.

ATTACHMENTS: Resolution No. 24-45
Langton Associates, Inc. 2024-25 consulting agreement (draft)
Langton Associates, Inc. 2024 annual report

BUDGET: $46,971.94 allocated in the proposed 2024-25 budget.

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 24-45

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; SUBJECT TO AND CONTINGENT UPON INCLUSION OF FUNDING FOR THIS PURPOSE IN THE FISCAL YEAR 2024-25 CITY COMMISSION-APPROVED BUDGET; AUTHORIZING THE EXPENDITURE OF $46,971.94 ANTICIPATED TO BE ALLOCATED IN THE FISCAL YEAR 2024-25 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to continue the professional services of Langton Associates, Inc., for the purpose of obtaining various governmental grants and assistance offered by governmental agencies and bodies; and

WHEREAS, the proposed fiscal year 2024-25 budget includes $46,971.94 for this purpose.

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

SECTION 1. Subject to and contingent upon inclusion of funding for this purpose in the fiscal year 2024-25 City Commission-approved budget, the City Manager is hereby authorized to sign a one-year agreement continuing the professional services of Langton Associates and approve a purchase order for $46,971.94 on behalf of the City of Atlantic Beach.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 26th day of August, 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CONSULTING AGREEMENT

This consulting agreement made on this ____ day of _____ 2024, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and the City of Atlantic Beach, hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering governmental consulting support to municipalities, counties, other governmental bodies and non-profit corporations, and

WHEREAS, Client is in need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client for the term of one (1) year, commencing October 1, 2024, and ending September 30, 2025. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton agrees to provide specific services as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Personalized Grant Research and Consultation
- Intergovernmental Relations with Federal and State Governments
- Provide a Bi-Weekly SMARTGrants™ E-Mail Grant Alert

3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the amount of $46,971.94 in 12 monthly installments of $3,914.33.

4. In conjunction with services relating to Client, the Client agrees to pay expenses of Langton. This shall include, but not be limited to, travel expenses, which shall be air expense on coach flights, car rental, hotel (at commercial rates) and food (maximum of $25 per person per day). Langton will submit the invoice for these expenses which shall be paid by the 10th day of the following month after submission of the expense report by Langton. Langton will not

incur travel expenses without approval of Client.

5. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

A. As to Langton:
5627 Atlantic Blvd. Suite 4
Jacksonville, Florida 32207

B. As to Client:
800 Seminole Road
Atlantic Beach, FL 32233

6. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side.

ATTEST:

LANGTON ASSOCIATES, INC.

BY: _____
Michael Langton, President

ATTEST:

BY: _____

Bill Killingworth, City Manager
City of Atlantic Beach

City of Atlantic Beach
Annual Report

Langton CONSULTING

August 26, 2024

Dear Bill Killingsworth, Mayor Ford, and the City Commission,

The Langton Consulting team is honored to continue our tenure with the City of Atlantic Beach. Over the past nine years we've helped City staff and elected officials secure funding for a variety of projects of importance. We've worked with multiple departments including, but not limited to Public Works, Utilities, Parks & Recreation, Planning & Community Development, and Public Safety, as well as citizen groups and other organizations working to make Atlantic Beach a wonderful place to live, work and play.

Since our last annual report (September 11, 2023), Langton staff has worked with City staff to submit funding requests totaling **$4,414,616** on behalf of the City of Atlantic Beach. During the same period, **$135,520 has been awarded.** Four proposals remain pending, one if which has been selected for full grant application submittal which will likely be awarded (Defense Communities Infrastructure Grant program for the Naval Station Mayport Emergency Potable Water Source Phase 2 (Resubmit) project for **$1,073,660**).

In addition to the submissions cited below, Langton staff has also explored a variety of grant opportunities that ultimately were not submitted due to conflicts of timing between project readiness and grant periods or because grant program guidelines deemed projects not viable for submission, issues that are commonplace in the grants industry. Additionally, Langton staff has provided technical assistance and grant administration support when called upon.

The following are grant applications a) submitted over the past year, b) previously submitted but awarded in the past year, and c) currently in development for submission in the next couple of months:

Grants Submitted from August 2023 - August 2024

Project	Grant Program	Submission Date	Request Amount	Status
Vulnerable Lift Station Protection Phase I	Resilient Florida Infrastructure	9/1/23	$1,217,019	Declined (Ranked #37 of 196; 34 projects funded)
Ahern Street Dune Walkover	Coastal Partnerships Initiative	10/2/23	$60,000	FUNDED (Ranked #2)
Dutton Island Drive Crosswalk	PeopleForBikes	10/20/23	$10,000	Declined
Bike Repair Stations	PeopleForBikes	10/20/23	$10,000	Declined
Naval Station Mayport Emergency Potable Water Source Phase 2	Building Resilient Infrastructure and Communities (BRIC)	11/30/23	$1,439,937	Declined

Saltmarsh Protection	National Coastal Resiliency Fund (Pre-Proposal)	4/9/24	$130,000	Declined
Stormwater Master Plan Update	Community Planning Technical Assistance	5/7/24	$75,000	Declined
Renovation of Troop 37 Boy Scout Lodge (Langton services on loan to Boy Scouts as applicant)	Historic Preservation Special Category	6/3/24	$80,000	Pending
Begonia Street Septic to Sewer Conversion	Water Quality Improvement	6/11/24	$100,000	Pending
Naval Station Mayport Emergency Potable Water Source Phase 2 (Resubmit)	Defense Communities Infrastructure Program	6/13/24	$1,073,660	Pending, Selected for Full Grant Application
Veterans Park Community Center Resilience Hub	Hurricane Loss Mitigation Program	7/15/24	$219,000	Pending

Pending at Time of Last Annual Report, Since Funded

Project	Grant Program	Submission Date	Request Amount	Status
20th Street Lift Station Generator	Building Resilient Infrastructure & Communities	11/7/22	$75,520	FUNDED

Currently in Development

Project	Grant Program	Deadline	Request Amount
Vulnerable Lift Station Protection Phase I (Resubmit)	Resilient Florida Infrastructure	9/1/24	$1,338,721
Rain Garden	T-Mobile Hometown Grants	9/30/24	Up to $50,000
Park Improvements TBD	Florida Recreation Development Assistance Program (FRDAP)	~September	Up to $200,000
Sea Gardens Sewage Lift Station Generator	Building Resilient Infrastructure & Communities	~November/December	$67,500

The Langton Consulting team looks forward to the continued efforts to obtain strategic funding for the City of Atlantic Beach to enhance its abilities to actualize overall community vitality and impact. We appreciate your consideration and continued support for these endeavors.

Sincerely,

Michael Langton, GPC
President, Langton Consulting

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

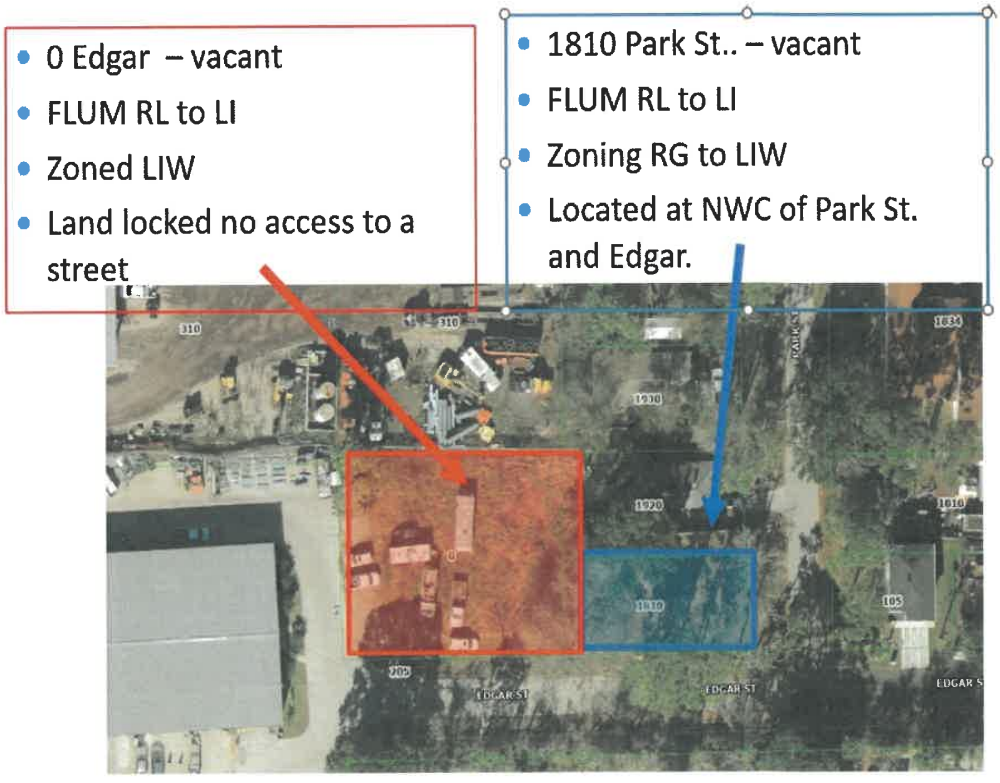
AGENDA ITEM: **Ordinance No. 31-24-18 (COMP24-0001) and Ordinance No. 90-24-252 (REZN24-0001).** Request is for a Future Land Use Map (FLUM) amendment to change the future land use map designation of 0 Edgar Street (RE# 172268-0100) & 1810 Park Street (RE# 172268-0000) FROM Residential Low Density (RL) TO Light Industrial (LI). Also, a request for a rezoning of 1810 Park Street (RE# 172268-0000) FROM Residential, General, Two-Family (RG) TO Light Industrial and Warehousing (LIW).

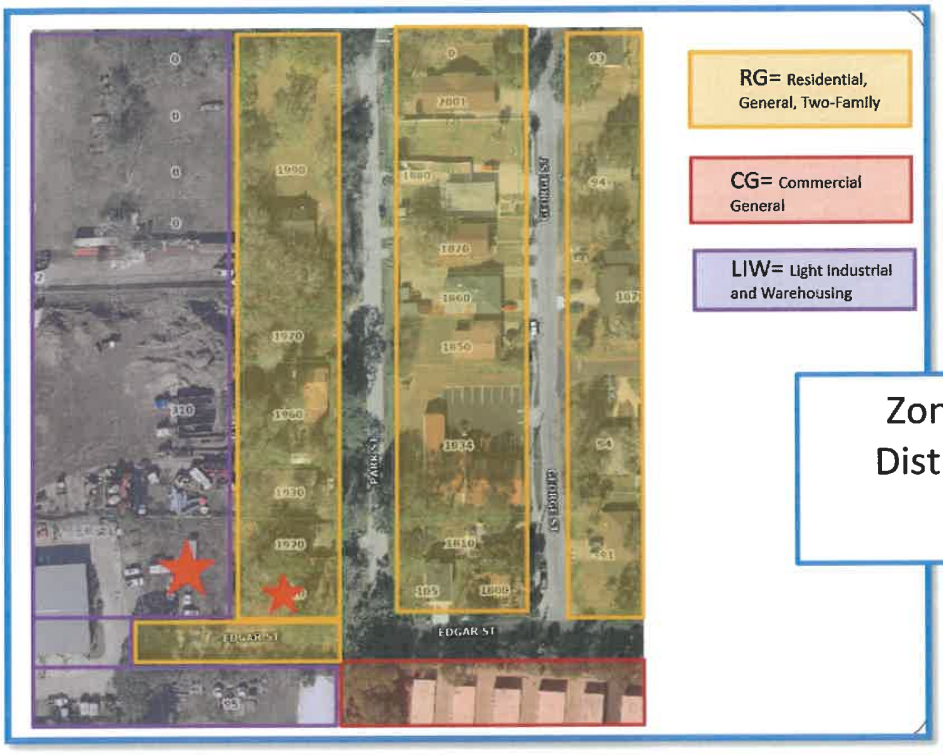
SUBMITTED BY: Amanda Askew, Director of Planning and Community Development

TODAY'S DATE: August 21, 2024

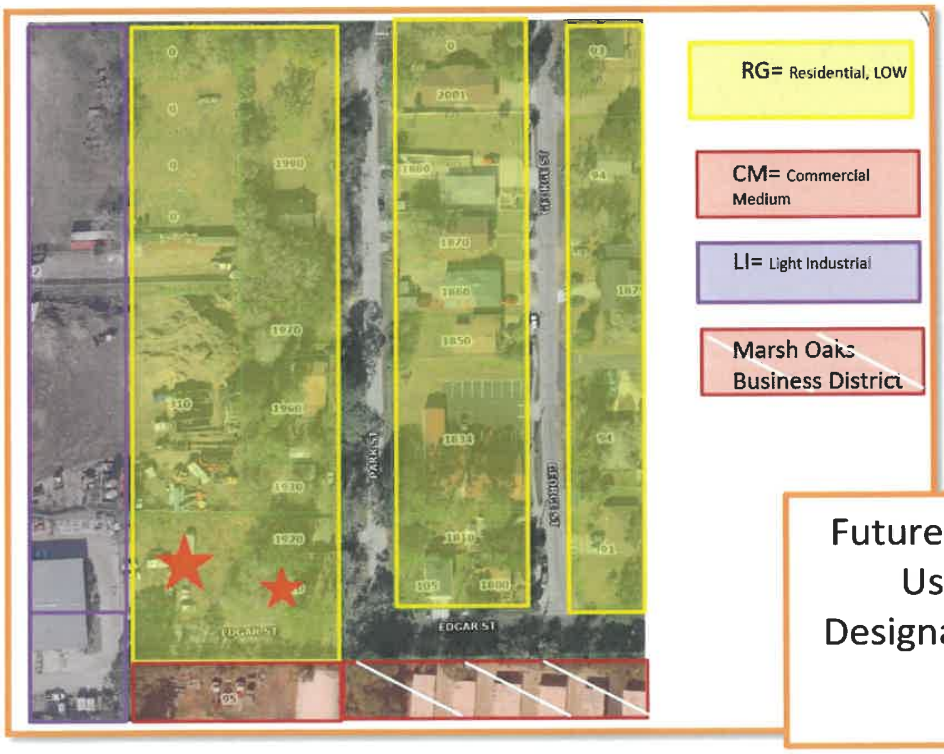
MEETING DATE: August 26, 2024

BACKGROUND: This case was deferred from the last Commission meeting per the applicant's request. This case involves two adjacent parcels; 1810 Park Street and 0 Edgar Street. The applicant is requesting to rezone 1810 Park Street from **Residential, General, Two-family (RG) to Light Industrial and Warehousing (LIW)** and to amend the future land use map (FLUM) for both 0 Edgar Street and 1810 Park Street from **residential Low Density (RL) to Light Industrial (LI)**.





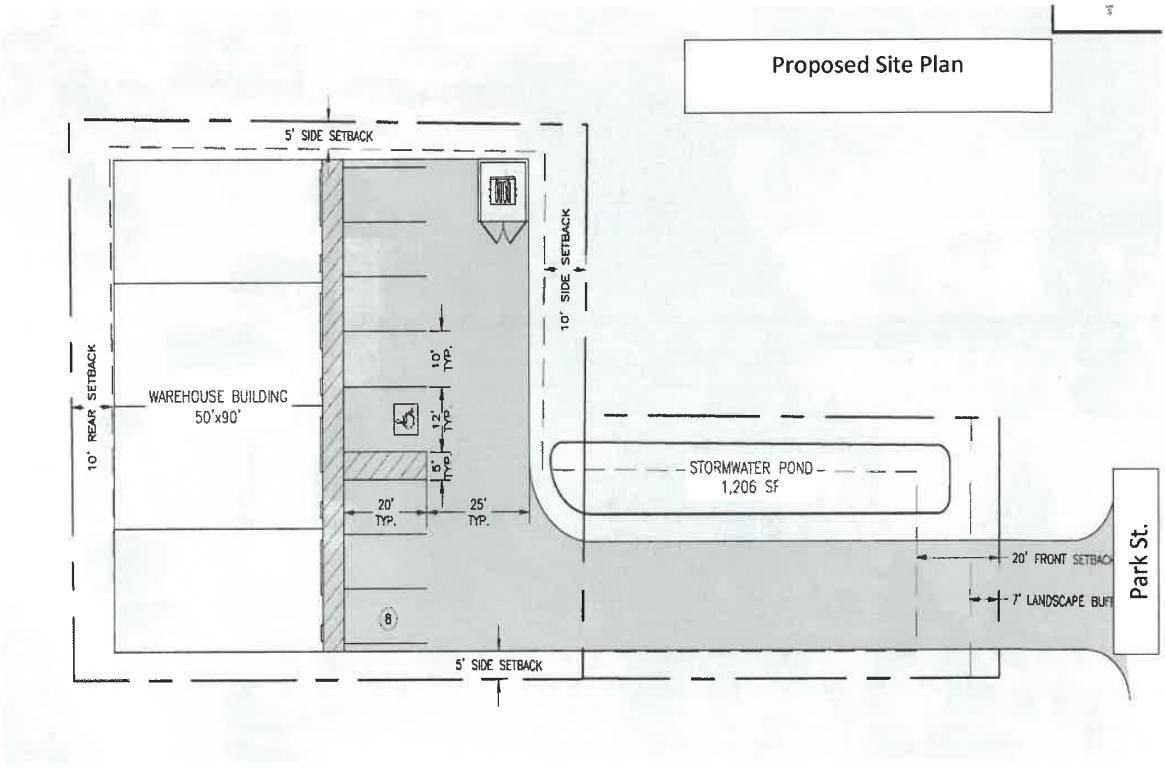
Zoning Districts



Future Land Use Designations

CONSIDERATIONS

0 Edgar is zoned Light Industrial and is surrounded by similar uses to the north, south and west. The east side of the property is zoned residential and is developed with residential homes. The FLUM is not consistent with the zoning designation. The owner is proposing to construct a 5,000 square foot warehouse building with eight parking spaces at 0 Edgar Street and a driveway to the warehouse that would be located on 1810 Park Street.



0 Edgar Street is currently zoned Light Industrial & Warehousing therefore, a rezoning request is not needed for this property.

1810 Park Street is zoned as residential and has residential designation on the FLUM. This property has residential uses to the north and east. The property to the west is 0 Edgar, which is vacant but zoned LIW.

Traffic: If approved, the development would be accessed via Park Street. This would add industrial traffic onto Park Street.

Per Section 24-62(C)(2) of the Land Development Code, there should be justification to "indicate the relationship of the proposed rezoning to the Comprehensive Plan for the City and provide a finding that the requested change in zoning is consistent with the Comprehensive Plan". Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.5.6 Commercial and light industrial development shall be located and designed to minimize adverse effects on residential areas, traffic facilities and aesthetic character of the City.

Policy A.1.11.1 (f) Light Industrial – The Light Industrial category shall be limited to light manufacturing and production, storage, warehousing and distribution uses as further controlled by the Land Development Regulations. Light industrial uses may have outdoor storage and business-related activity, but such uses shall not include processes that create negative effects to surrounding properties due to noise, heat, fumes, debris, chemicals or hazardous materials.

Further, in considering a FLUM amendment application, Policy A.1.3.1 of the Comprehensive Plan states that the City shall find that each of the following conditions are demonstrated by the applicant seeking said amendment.

a) There are adequate public facilities available to the proposed development.

b) The proposed commercial or industrial development shall not have adverse impacts to surrounding neighborhoods, other properties, the natural environment, the aesthetic qualities of the City and shall not impair or degrade scenic natural views.

c) There is a demonstrated deficiency of commercial or industrial lands within the city to serve the needs of residents of the City for such uses.

Additionally, Policy A.1.13.4 states that applications to amend the Comprehensive Plan shall be reviewed and evaluated based upon the following factors:

(a) Consistency with the Goals, Objectives and Policies of this Plan;

(b) Consistency with the State Comprehensive Plan and the Northeast Florida Strategic Regional Policy Plan;

(c) Consistency with other adopted policies and plans of the City, the County, the State or other agencies having regulatory authority over the City;

(d) The potential for adverse impacts to Environmentally Sensitive Areas, the natural environment or the aesthetic quality of the City,

(e) The potential to cause deficiencies in adopted levels of service or to adversely impact available water supplies, public facilities, infrastructure and services.

ANALYSIS

Applications to amend the Future Land Use Map should be reviewed for consistency with the Comprehensive Plan. The Comprehensive Plan discourages amendments to increase density within environmentally sensitive areas, coastal high hazard areas (CHHA), or areas vulnerable to flooding. This property does not contain environmentally sensitive areas, is not within the CHHA, and is not vulnerable to flooding.

The Community Development Board (CDB) heard this agenda item at the June 18th regular meeting and voted 6-0 **not** to recommend approval of the rezoning and comprehensive plan based on Policy

A.1.13.A of the Comprehensive Plan. The CDB expressed concerns that the industrial uses would be close to residential properties and have adverse impacts to the surrounding neighborhood.

BUDGET: None

RECOMMENDATION: Commission review and vote on Ordinance No. 31-24-18 (COMP24-0001) and Ordinance No. 90-24-252 (REZN24-0001)

ATTACHMENT(S): Ordinance No. 31-24-18
Ordinance No. 90-24-252
Application from applicant

REVIEWED BY CITY MANAGER:

ORDINANCE NO. 31-24-18

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL LOW (RL) TO LIGHT INDUSTRIAL (LI); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in Future Land Use Map designation enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the Community Development Board held a duly noticed public hearing on June 18 2024, to consider this Ordinance, did not find to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in future land use map designation has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51 and 24-62 of the Land Development Regulations.
b. The proposed Future Land Use Map amendment to Light Industrial (LI) is consistent the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this change in future land use map designation to Light Industrial (LI) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.
d. The future land use map designation of Light Industrial (LI) is consistent and compatible

with the surrounding development and future land use map designation in that the adjoining properties to the west are already designated Light Industrial (LI) and allow industrial uses.

SECTION 2. Affected Properties. Pursuant to this change in Future Land Use Map designation procedure, the Future Land Use Map designation of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified from Residential Low (RL) to Light Industrial (LI).

SECTION 3. Future Land Use Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Future Land Use Map of the City of Atlantic Beach to reflect the change in Future Land Use designation for those properties described in Exhibit A from Residential Low (RL) to Light Industrial (LI) and to submit documentation to the Florida Department of Economic Opportunity as required by Section 163.3187, Florida Statutes.

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

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this ____ day of ____, 2024

PASSED by the City Commission on second and final reading this ___ day of ____ , 2024.

CITY OF ATLANTIC BEACH

Attest

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 31-24-18 changing their Future Land Use designation form Residential Low (RL) to Light Industrial (LI) shall be those described below. All Book and Page information can be found in the current public records of Duval County, Florida.

Address	RE Number
0 Edgar	172268 0100
1810 Park St.	172268 0000

THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

And

Easterly 100 feet of lot 2 Block 2 of the Donners Replat No. 2 as recorded in Plat Book 25, Page 68 of the Current Public Records of Duval County, Florida.

ORDINANCE NO. 90-24-252

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL TWO-FAMILY (RG), TO LIGHT INDUSTRIAL AND WAREHOUSEING (LIW); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in zoning classification enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the Community Development Board held a duly noticed public hearing on June 18 2024, to consider this Ordinance, did not find it to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission not approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in zoning district classification has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51 and 24-62 of the Land Development Regulations.
b. The proposed rezoning to Light Industrial and Warehousing (LIW) is consistent with the Future Land Use Map Light Industrial (LI) designation and the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this rezoning to Light Industrial and Warehousing (LIW) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.

d. The zoning district classification of Light Industrial and Warehousing (LIW) is consistent and compatible with the surrounding development and zoning districts in that the adjoining properties to the north, south, and east are Residential, General, Two Family (RG) and properties to the west are Light Industrial and Warehousing (LIW).

SECTION 2. Affected Properties. Pursuant to this change in zoning district designation procedure, the zoning district classification of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified as Light Industrial and Warehousing (LIW) from Residential, General, Two-Family (RG). This reclassification does not grant authority for any specific uses on said lands. Any proposed use on said lands shall be reviewed and approved in accordance with the provisions of Chapter 24, Land Development Regulations.

SECTION 3. Zoning Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Zoning Map of the City of Atlantic Beach to reflect the change in zoning classification for those properties described in Exhibit A from Residential, General, Two-Family (RG), to Light Industrial and Warehousing (LIW).

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

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this_____day of_____, 2024.

PASSED by the City Commission on second and final reading this_____day of _____, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____

Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____

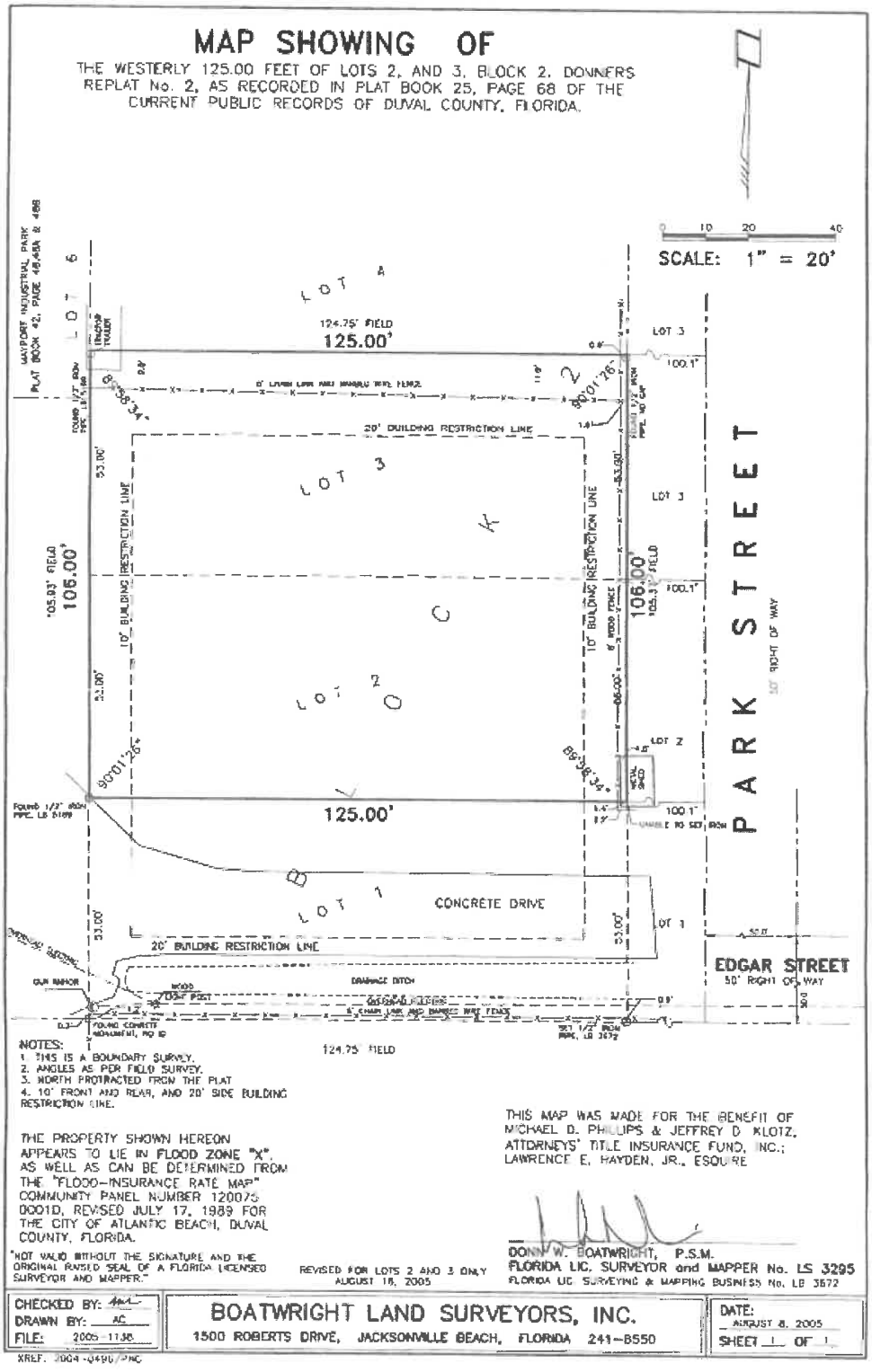
Jason Garbiel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 90-24-252 changing their zoning district designation from Residential, General, Two-Family (RG) to Light Industrial and Warehousing (LIW) shall be those described on the attached survey.

Address	RE Number
1810 Park Street	172268 0000

Easterly 100 feet of lot 2 Block 2 of the Donners Replat No. 2 as recorded in Plat Book 25, Page 68 of the Current Public Records of Duval County, Florida.


MAP SHOWING OF
THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
SCALE: 1" = 20'
PARK STREET
50' RIGHT OF WAY
EDGAR STREET
50' RIGHT OF WAY
LOT A
LOT 3
LOT 2
LOT 1
124.75' FIELD
125.00'
105.93' FIELD
106.00'
106.00'
105.93' FIELD
125.00'
124.75' FIELD
20' BUILDING RESTRICTION LINE
10' BUILDING RESTRICTION LINE
CONCRETE DRIVE
DRAINAGE DITCH
NOTES:
1. THIS IS A BOUNDARY SURVEY.
2. ANGLES AS PER FIELD SURVEY.
3. NORTH PROTRACTED FROM THE PLAT
4. 10' FRONT AND REAR, AND 20' SIDE BUILDING RESTRICTION LINE.
THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X", AS WELL AS CAN BE DETERMINED FROM THE "FLOOD-INSURANCE RATE MAP" COMMUNITY PANEL NUMBER 120075 0001D, REVISED JULY 17, 1989 FOR THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA.
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
REVISED FOR LOTS 2 AND 3 ONLY AUGUST 18, 2005
THIS MAP WAS MADE FOR THE BENEFIT OF MICHAEL D. PHILLIPS & JEFFREY D. KLOTZ, ATTORNEYS' TITLE INSURANCE FUND, INC.; LAWRENCE E. HAYDEN, JR., ESQUIRE
DONN W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672
CHECKED BY:
DRAWN BY: AC
FILE: 2005-1136
BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550
DATE: AUGUST 8, 2005
SHEET 1 OF 1

Cover Page

The proposed project is a 4,500sqft warehouse building with 8 parking spaces located at 0 Edgar Street, Atlantic Beach, FL 32233 (PID: 172268 0100) coupled with a driveway to the warehouse to be located at 1810 Park St, Atlantic Beach, FL 32233 (PID: 172268 0000).

Table of Contents

1. Statement
2. Application
3. List of Adjacent Property Owners
4. Proof Of Ownership
5. Survey and Legal Description
6. Location Map
7. Site Plan

Statement

This amendment is necessary as the parcel's current FLUM designation is Residential Low Density (RL) but the site location is in an industrial area that is unsuitable for residential development and the current zoning for the site is Light industrial. Additionally, the highest and best use for the site is a light industrial warehouse and therefore in order to proceed with the project the designated FLUM must be Light Industrial (L/I).

FUTURE LAND USE MAP (FLUM) AMENDMENT

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

FOR INTERNAL OFFICE USE ONLY
FILE # _____

SMALL SCALE DEVELOPMENT

SITE INFORMATION

ADDRESS 0 Edgar Street CITY Atlantic Beach STATE FL ZIP CODE 32233

SUBDIVISION _____ BLOCK # _____ LOT # _____

RE# 172268-0100 PARCEL SIZE 13,242 sqft TOTAL ACREAGE .29

CURRENT FLUM DESIGNATION Residential Low Densisty (RL) ZONING CODE RG

PROPOSED FLUM DESIGNATION Light Industrial (L/I) FLOOD ZONE N/A

APPLICANT INFORMATION

NAME Andrew Hagaman PHONE # 904-247-5334 ext 310

ADDRESS 645 Mayport Road CELL # 904-669-4162

CITY Atltantic Beach STATE FL ZIP CODE 32233

EMAIL ahagaman@theklotzcompanies.com ☒ OWNER ☐ LEGAL AUTHORIZED AGENT

REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT: Applicants are advised that approval of an amendment to the Future Land Use Map does not constitute approval for issuance of any permit or Development Order. Use and development lands related to this land use map amendment, if approved, and any zoning change shall be subject to compliance with all applicable local Land Development Regulations, any State and Federal permitting requirements as well as Florida Building Code requirements for Category "C" construction.

PROVIDE ALL OF THE FOLLOWING INFORMATION

DESCRIPTION OF PROPOSED USE AND PROPOSED DEVELOPMENT ACTIVITY *(ALSO INCLUDE ANTICIPATED DEVELOPMENT AND ANY PHASING SCHEDULE).*

0 Edgar is proposed to a 5,000 sqft light industrial warehouse

NUMBER OF WETLAND ACRES 0

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

N/A

IDENTIFY ALL PUBLIC AND PRIVATE SERVICE PROVIDERS OF WATER, SEWER, ELECTRIC, SOLID WASTE, ETC. PROVIDE ESTIMATES OF WATER, SEWER AND SOLID WASTE DEMAND.

COAB Water and Sewer. JEA for Electric.

estimated to be less an 50 gallons per day and normal solid demand for a 500 sqft warehouse

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

N/A

ESTIMATED IMPACT TO ADOPTED LEVEL OF SERVICE STANDARDS AS ESTABLISHED BY THE CAPITAL IMPROVEMENTS ELEMENT OF THE EFFECTIVE COMPREHENSIVE PLAN.

None

APPLICATION PACKAGE CHECKLIST

*Additional information may be required, depending upon circumstances unique to individual applications

1. **COVER PAGE:** Identifying the project.
2. **TABLE OF CONTENTS:** Include a list of all exhibits and attachments.
3. **STATEMENT:** Statement addressing need and justification for requested amendment.
4. **APPLICATION:** This form completed in it's entirety.
5. **LIST OF ADJACENT PROPERTY OWNERS AND ENVELOPES:** A list of adjacent property owners within 300 feet of the property including name, mailing address and their real estate number (located at the Property Appraiser's recent certified tax rolls). Include a legal size envelope addressed to each property owner on the list (do not include a return address). Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
6. **PROOF OF OWNERSHIP:** Deed or certificate by lawyer or abstract or title company that verifies record owner as above.
7. **LETTER OF AUTHORIZATION:** If the applicant is not the owner provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
8. **SURVEY AND LEGAL DESCRIPTION:** Current survey and legal description of property sought to be rezoned.
9. **LOCATION MAP:** General location map with property subject to application clearly identified.
10. **SITE PLAN:** Site plan containing the following if applicable to the proposed project (account for all land included).
    - Number and types of dwelling units
    - Type and square feet of commercial or industrial uses
    - Any existing structures and proposed use
    - Any open space, buffers and recreational areas
    - Wetlands, streams, creeks, lakes or any other water bodies or Environmentally Sensitive Lands
    - Most recent aerial photograph of site and surrounding lands
    - Drainage and storm water facilities and other infrastructure, including ingress and egress, internal access and roadways
11. **REQUIRED NUMBER OF COPIES:** One (1) digital copy - additional paper copy is optional
12. **APPLICATION FEE:** $250.00

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

SIGNATURE OF APPLICANT	Andrew Hagaman PRINT OR TYPE NAME	5/7/2024 DATE
SIGNATURE OF APPLICANT (2)	Jeff Klotz PRINT OR TYPE NAME	5/7/2024 DATE

Signed and sworn before me on this 8TH day of MAY 2024 by

State of FLORIDA

County of DUVAL

Identification verified:

Oath Sworn: ☒ Yes ☐ No

CIA SMITH
Notary Public-State of Florida
Commission # HH 283469
My Commission Expires
July 04, 2026

Notary Signature

My Commission expires 7/4/2026

List of Adjacent Property Owners

1. 205 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172266 0000
    b. Owner: 205 Edgar St LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
2. 1920 Park St, Atlantic Beach, FL 32233
    a. PID: 172269 0000
    b. Owner: Miller Henry
    c. Mailing Address: 1920 Park St, Atlantic Beach, FL 32233
3. 95 Levy Rd, Atlantic Beach, FL 32233
    a. PID: 172247 0000
    b. 95 Levy Road INC
    c. Mailing Address: PO Box 330046 Atlantic Beach, FL 32233-0108
    d. Registered Agent: Jacobs, Sylvia
4. 105 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172249 0000
    b. Johnson Erin
    c. Mailing Address: 105 Edgar St, Atlantic Beach, Fl 32233
5. 1930 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172270 0010
    b. Behncke James A
    c. Mailing Address: 1930 Edgar St, Atlantic Beach, FL 32233
6. 1810 George St, Atlantic Beach, FL 32233
    a. PID: 172251 0000
    b. Rhone Randy
    c. Mailing Address: 1810 George St, Atlantic Beach, FL 32233
7. 310 Mealy Drive, Atlantic Beach, FL 32233
    a. PID: 172374 0130
    b. 310 Mealy Drive LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
8. 310 Mealy Drive, Atlantic Beach, FL 32233
    a. PID: 172267 0000
    b. 310 Mealy Drive LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
9. 1834 George St, Atlantic Beach, FL 32233
    a. PID: 172252 0015
    b. Triumph Apostolic Faith Church

   c. Mailing Address: 1834 George St, Atlantic Beach, FL 32233
10. 1770 Mayport Rd, Atlantic Beach, FL 32233
   a. PID: 172053 0100
   b. 1770 Mayport Rd LLC
   c. Mailing Address: 100 Wilshire Blvd., Suite 1400, Santa Monica, CA 90401
   d. Registered Agent Name: CT Corporation System
11. 1800 George St, Atlantic Beach, FL 32233
   a. PID: 172250 0000
   b. Turner Robert Life Estate
   c. Mailing Address: 4125 River Green Pkwy, C/O Veronica Paterson, Duluth, GA 30096-2582
12. 1960 Park St, Atlantic Beach, FL, 32233
   a. PID: 172273 0000
   b. Whitfield IDA M
   c. Mailing Address: 1960 Park St, Atlantic Beach, FL 32233

Doc # 2024017293, OR BK 20933 Page 1385, Number Pages: 1,
Recorded 01/25/2024 10:36 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $10.00 DEED DOC ST $0.70

Prepared by and return to
Koko Head, Esq.
Law Office of Koko Head, P. A.
645 Mayport Road, Suite 5
St. Johns, Florida 32233

Parcel Id No: 172268-0100

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 31st day of December, 2023, between **JEFFREY D. KLOTZ, a single man,** whose address is 645 Mayport Road, Suite 5, Atlantic Beach, FL 32233 ("Grantor") and **EDGAR ACQUISITION, LLC, a Florida limited liability company,** whose address is 645 Mayport Road, Suite 5, Atlantic Beach, FL 32233 ("Grantee"). (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns.) The quitclaimed property is not the homestead of Grantor.

WITNESSETH, that Grantor for valuable consideration, which is hereby acknowledged, hereby remises, releases and quitclaims unto Grantee forever all of Grantor's interest in that certain property (the "Property") in Duval County, Florida, described as follows:

The Westerly 125 feet of Lots 2 and 3, Block 2, DONNER'S REPLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 25, Page 68, of the Public Records of Duval County, Florida.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto Grantee in fee simple, subject to ad valorem taxes and conditions, restrictions, limitations, easements and other matters of record on the date hereof.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Koko Head
Print: Koko Head

Lisa Binder
Print: LISA BINDER

Jeffrey D. Klotz

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of December, 2023, by Jeffrey D. Klotz. He is personally known to me or provided _____ as identification and did not take an oath.

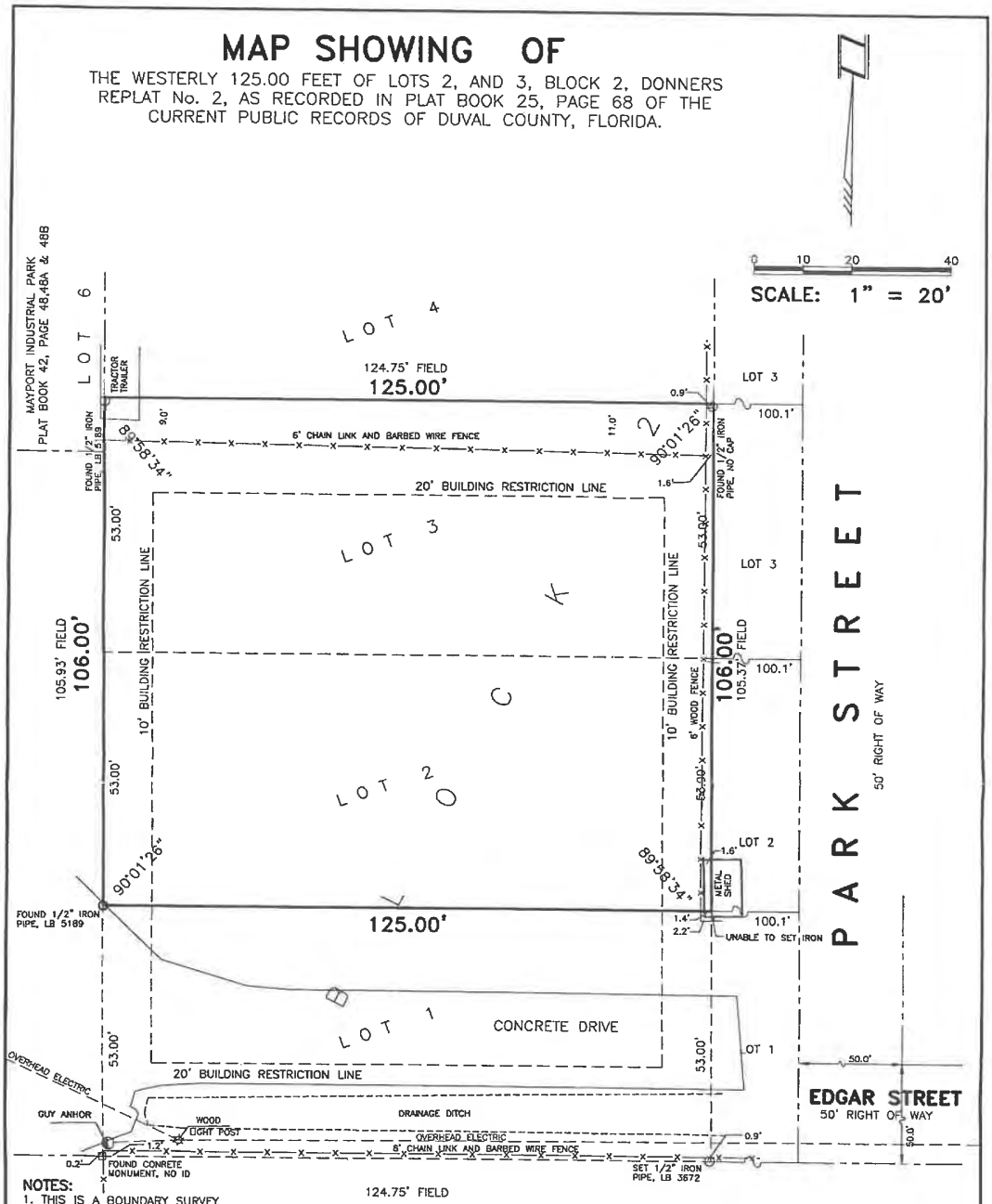
(Notarial Seal)
KOKO HEAD
Commission # HH 380266
Expires April 1, 2027

Koko Head
Print: Koko Head
Notary Public, State of Florida
My commission expires: 4/1/27
My commission number: HH 380266

Note to Clerk: This property is being transferred from an individual to his solely owned LLC with no encumbrances. Minimum doc stamps to apply.

MAP SHOWING OF

THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



NOTES:
1. THIS IS A BOUNDARY SURVEY.
2. ANGLES AS PER FIELD SURVEY.
3. NORTH PROTRACTED FROM THE PLAT.
4. 10' FRONT AND REAR, AND 20' SIDE BUILDING RESTRICTION LINE.

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN **FLOOD ZONE "X"**, AS WELL AS CAN BE DETERMINED FROM THE "FLOOD-INSURANCE RATE MAP" COMMUNITY PANEL NUMBER 120075 0001D, REVISED JULY 17, 1989 FOR THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

REVISED FOR LOTS 2 AND 3 ONLY
AUGUST 16, 2005

THIS MAP WAS MADE FOR THE BENEFIT OF MICHAEL D. PHILLIPS & JEFFREY D. KLOTZ; ATTORNEYS' TITLE INSURANCE FUND, INC.; LAWRENCE E. HAYDEN, JR., ESQUIRE

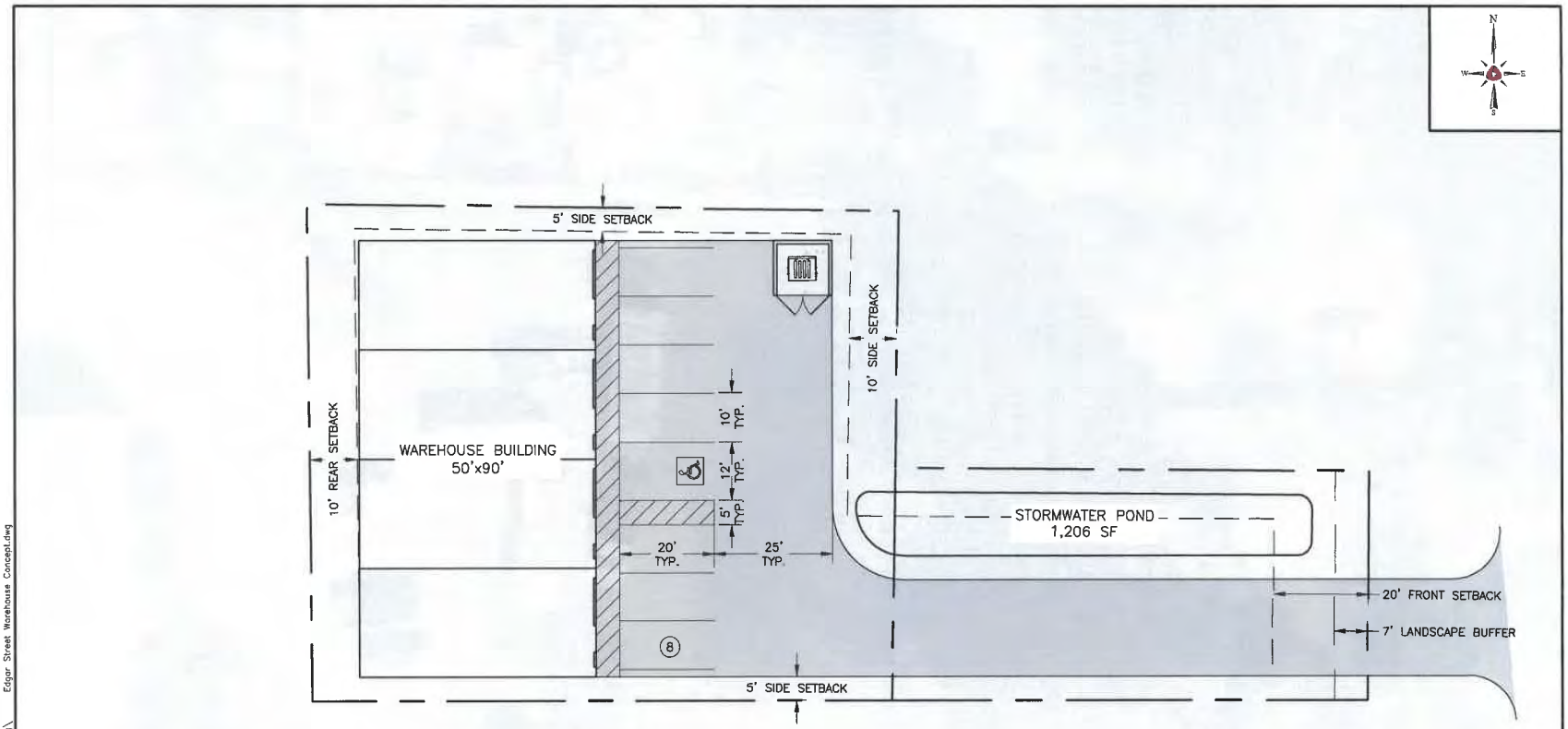
DONN W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

CHECKED BY: mc DRAWN BY: AC FILE: 2005-1138	**BOATWRIGHT LAND SURVEYORS, INC.** 1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550	DATE: AUGUST 8, 2005 SHEET 1 OF 1

XREF: 2004-0490/PHC

General Location Map





V:\Projects\4000110-00\Concepts\Working\ Edgar Street Warehouse Concept.dwg

ZONING: LIGHT INDUSTRIAL & WAREHOUSING (LIW)
TOTAL SITE AREA = 17,408.81 SF
MAX IMPERVIOUS AREA = 70% (12,186.17 SF)
CURRENT IMPERVIOUS AREA = 11,944.74 SF (68.6%)
POND AREA = 1,205.96 SF (6.9% OF TOTAL SITE AREA, 10.1% OF IMPERVIOUS AREA)

EDGAR STREET WAREHOUSE

0 EDGAR STREET, ATLANTIC BEACH, FL 32233 **CONCEPT D**

PROJECT MANAGER:	CMW
DRAWN BY:	NMT
DATE:	2024-3-5

0 10 20
1 inch = 20 ft.

ALLIANT

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

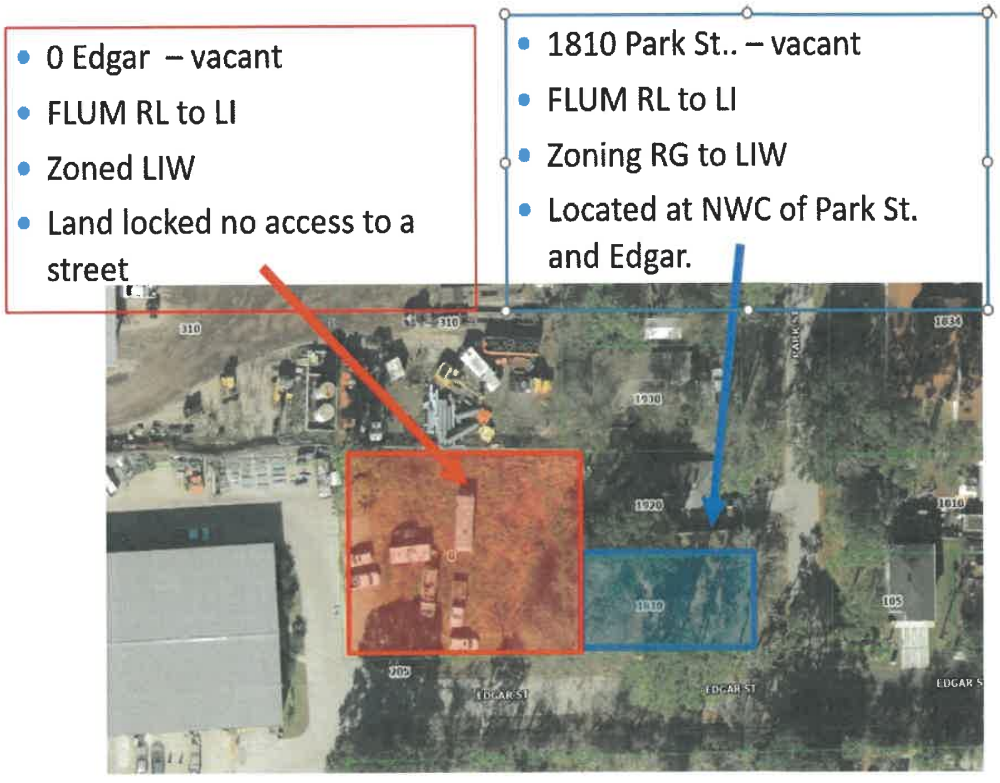
AGENDA ITEM: **Ordinance No. 31-24-18 (COMP24-0001) and Ordinance No. 90-24-252 (REZN24-0001).** Request is for a Future Land Use Map (FLUM) amendment to change the future land use map designation of 0 Edgar Street (RE# 172268-0100) & 1810 Park Street (RE# 172268-0000) FROM Residential Low Density (RL) TO Light Industrial (LI). Also, a request for a rezoning of 1810 Park Street (RE# 172268-0000) FROM Residential, General, Two-Family (RG) TO Light Industrial and Warehousing (LIW).

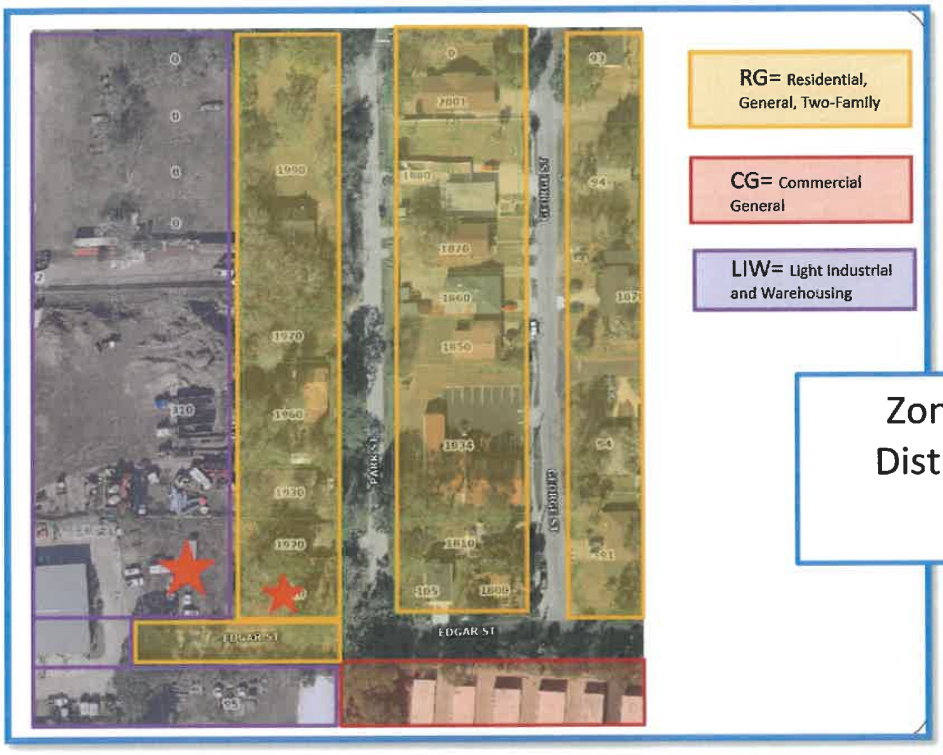
SUBMITTED BY: Amanda Askew, Director of Planning and Community Development

TODAY'S DATE: August 21, 2024

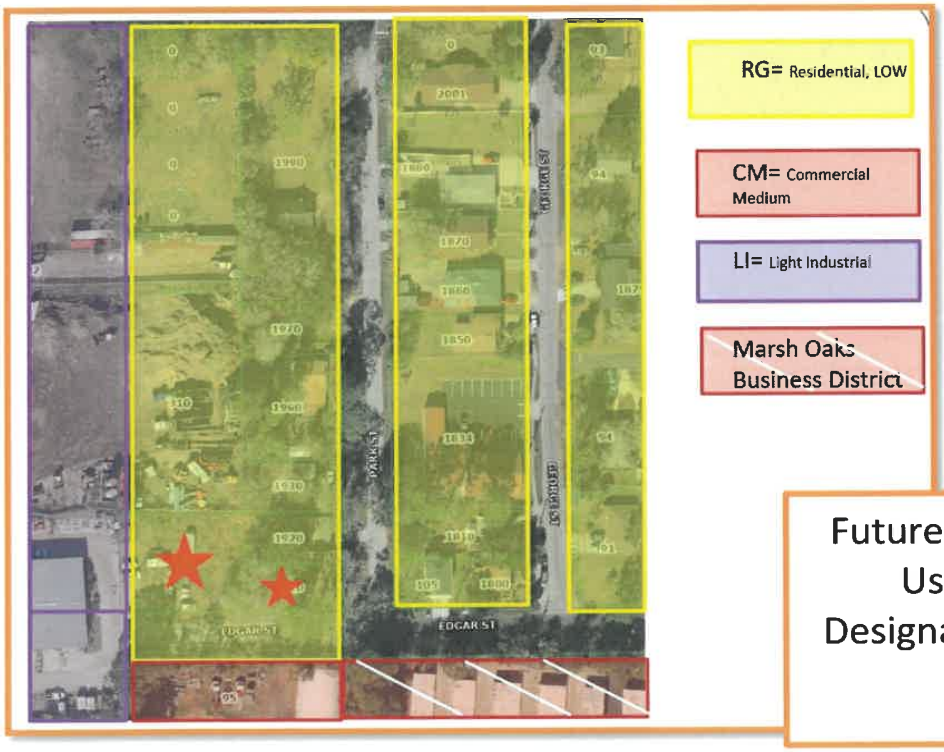
MEETING DATE: August 26, 2024

BACKGROUND: This case was deferred from the last Commission meeting per the applicant's request. This case involves two adjacent parcels; 1810 Park Street and 0 Edgar Street. The applicant is requesting to rezone 1810 Park Street from **Residential, General, Two-family (RG) to Light Industrial and Warehousing (LIW)** and to amend the future land use map (FLUM) for both 0 Edgar Street and 1810 Park Street from **residential Low Density (RL) to Light Industrial (LI)**.





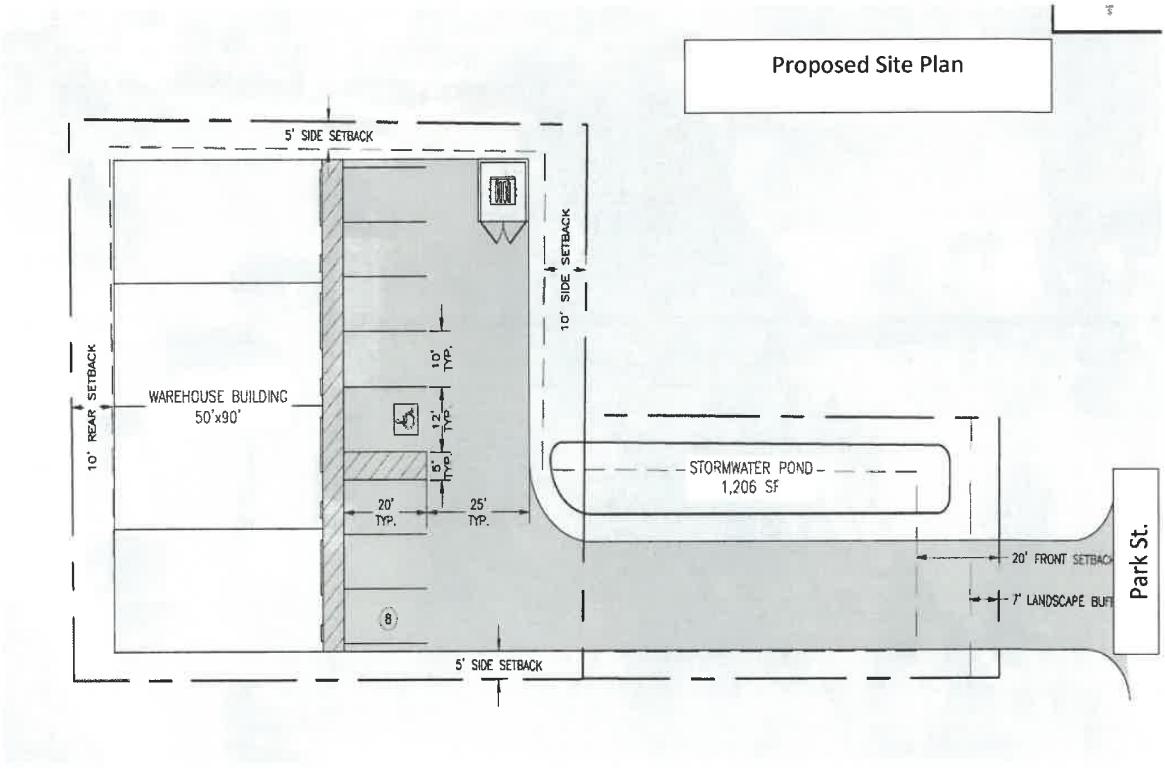
Zoning Districts



Future Land Use Designations

CONSIDERATIONS

0 Edgar is zoned Light Industrial and is surrounded by similar uses to the north, south and west. The east side of the property is zoned residential and is developed with residential homes. The FLUM is not consistent with the zoning designation. The owner is proposing to construct a 5,000 square foot warehouse building with eight parking spaces at 0 Edgar Street and a driveway to the warehouse that would be located on 1810 Park Street.



0 Edgar Street is currently zoned Light Industrial & Warehousing therefore, a rezoning request is not needed for this property.

1810 Park Street is zoned as residential and has residential designation on the FLUM. This property has residential uses to the north and east. The property to the west is 0 Edgar, which is vacant but zoned LIW.

Traffic: If approved, the development would be accessed via Park Street. This would add industrial traffic onto Park Street.

Per Section 24-62(C)(2) of the Land Development Code, there should be justification to "indicate the relationship of the proposed rezoning to the Comprehensive Plan for the City and provide a finding that the requested change in zoning is consistent with the Comprehensive Plan". Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.5.6 Commercial and light industrial development shall be located and designed to minimize adverse effects on residential areas, traffic facilities and aesthetic character of the City.

Policy A.1.11.1 (f) Light Industrial – The Light Industrial category shall be limited to light manufacturing and production, storage, warehousing and distribution uses as further controlled by the Land Development Regulations. Light industrial uses may have outdoor storage and business-related activity, but such uses shall not include processes that create negative effects to surrounding properties due to noise, heat, fumes, debris, chemicals or hazardous materials.

Further, in considering a FLUM amendment application, Policy A.1.3.1 of the Comprehensive Plan states that the City shall find that each of the following conditions are demonstrated by the applicant seeking said amendment.

a) There are adequate public facilities available to the proposed development.

b) The proposed commercial or industrial development shall not have adverse impacts to surrounding neighborhoods, other properties, the natural environment, the aesthetic qualities of the City and shall not impair or degrade scenic natural views.

c) There is a demonstrated deficiency of commercial or industrial lands within the city to serve the needs of residents of the City for such uses.

Additionally, Policy A.1.13.4 states that applications to amend the Comprehensive Plan shall be reviewed and evaluated based upon the following factors:

(a) Consistency with the Goals, Objectives and Policies of this Plan;

(b) Consistency with the State Comprehensive Plan and the Northeast Florida Strategic Regional Policy Plan;

(c) Consistency with other adopted policies and plans of the City, the County, the State or other agencies having regulatory authority over the City;

(d) The potential for adverse impacts to Environmentally Sensitive Areas, the natural environment or the aesthetic quality of the City,

(e) The potential to cause deficiencies in adopted levels of service or to adversely impact available water supplies, public facilities, infrastructure and services.

ANALYSIS

Applications to amend the Future Land Use Map should be reviewed for consistency with the Comprehensive Plan. The Comprehensive Plan discourages amendments to increase density within environmentally sensitive areas, coastal high hazard areas (CHHA), or areas vulnerable to flooding. This property does not contain environmentally sensitive areas, is not within the CHHA, and is not vulnerable to flooding.

The Community Development Board (CDB) heard this agenda item at the June 18th regular meeting and voted 6-0 **not** to recommend approval of the rezoning and comprehensive plan based on Policy

A.1.13.A of the Comprehensive Plan. The CDB expressed concerns that the industrial uses would be close to residential properties and have adverse impacts to the surrounding neighborhood.

BUDGET: None

RECOMMENDATION: Commission review and vote on Ordinance No. 31-24-18 (COMP24-0001) and Ordinance No. 90-24-252 (REZN24-0001)

ATTACHMENT(S): Ordinance No. 31-24-18
Ordinance No. 90-24-252
Application from applicant

REVIEWED BY CITY MANAGER:

ORDINANCE NO. 31-24-18

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL LOW (RL) TO LIGHT INDUSTRIAL (LI); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in Future Land Use Map designation enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the Community Development Board held a duly noticed public hearing on June 18 2024, to consider this Ordinance, did not find to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in future land use map designation has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51 and 24-62 of the Land Development Regulations.
b. The proposed Future Land Use Map amendment to Light Industrial (LI) is consistent the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this change in future land use map designation to Light Industrial (LI) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.
d. The future land use map designation of Light Industrial (LI) is consistent and compatible

with the surrounding development and future land use map designation in that the adjoining properties to the west are already designated Light Industrial (LI) and allow industrial uses.

SECTION 2. Affected Properties. Pursuant to this change in Future Land Use Map designation procedure, the Future Land Use Map designation of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified from Residential Low (RL) to Light Industrial (LI).

SECTION 3. Future Land Use Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Future Land Use Map of the City of Atlantic Beach to reflect the change in Future Land Use designation for those properties described in Exhibit A from Residential Low (RL) to Light Industrial (LI) and to submit documentation to the Florida Department of Economic Opportunity as required by Section 163.3187, Florida Statutes.

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

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this ____ day of ____, 2024

PASSED by the City Commission on second and final reading this ___ day of ____ , 2024.

CITY OF ATLANTIC BEACH

Attest

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 31-24-18 changing their Future Land Use designation form Residential Low (RL) to Light Industrial (LI) shall be those described below. All Book and Page information can be found in the current public records of Duval County, Florida.

Address	RE Number
0 Edgar	172268 0100
1810 Park St.	172268 0000

THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

And

Easterly 100 feet of lot 2 Block 2 of the Donners Replat No. 2 as recorded in Plat Book 25, Page 68 of the Current Public Records of Duval County, Florida.

ORDINANCE NO. 90-24-252

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL TWO-FAMILY (RG), TO LIGHT INDUSTRIAL AND WAREHOUSEING (LIW); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in zoning classification enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the Community Development Board held a duly noticed public hearing on June 18 2024, to consider this Ordinance, did not find it to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission not approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in zoning district classification has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51 and 24-62 of the Land Development Regulations.
b. The proposed rezoning to Light Industrial and Warehousing (LIW) is consistent with the Future Land Use Map Light Industrial (LI) designation and the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this rezoning to Light Industrial and Warehousing (LIW) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.

d. The zoning district classification of Light Industrial and Warehousing (LIW) is consistent and compatible with the surrounding development and zoning districts in that the adjoining properties to the north, south, and east are Residential, General, Two Family (RG) and properties to the west are Light Industrial and Warehousing (LIW).

SECTION 2. Affected Properties. Pursuant to this change in zoning district designation procedure, the zoning district classification of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified as Light Industrial and Warehousing (LIW) from Residential, General, Two-Family (RG). This reclassification does not grant authority for any specific uses on said lands. Any proposed use on said lands shall be reviewed and approved in accordance with the provisions of Chapter 24, Land Development Regulations.

SECTION 3. Zoning Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Zoning Map of the City of Atlantic Beach to reflect the change in zoning classification for those properties described in Exhibit A from Residential, General, Two-Family (RG), to Light Industrial and Warehousing (LIW).

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

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this_____day of_____, 2024.

PASSED by the City Commission on second and final reading this_____day of _____, 2024.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____

Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____

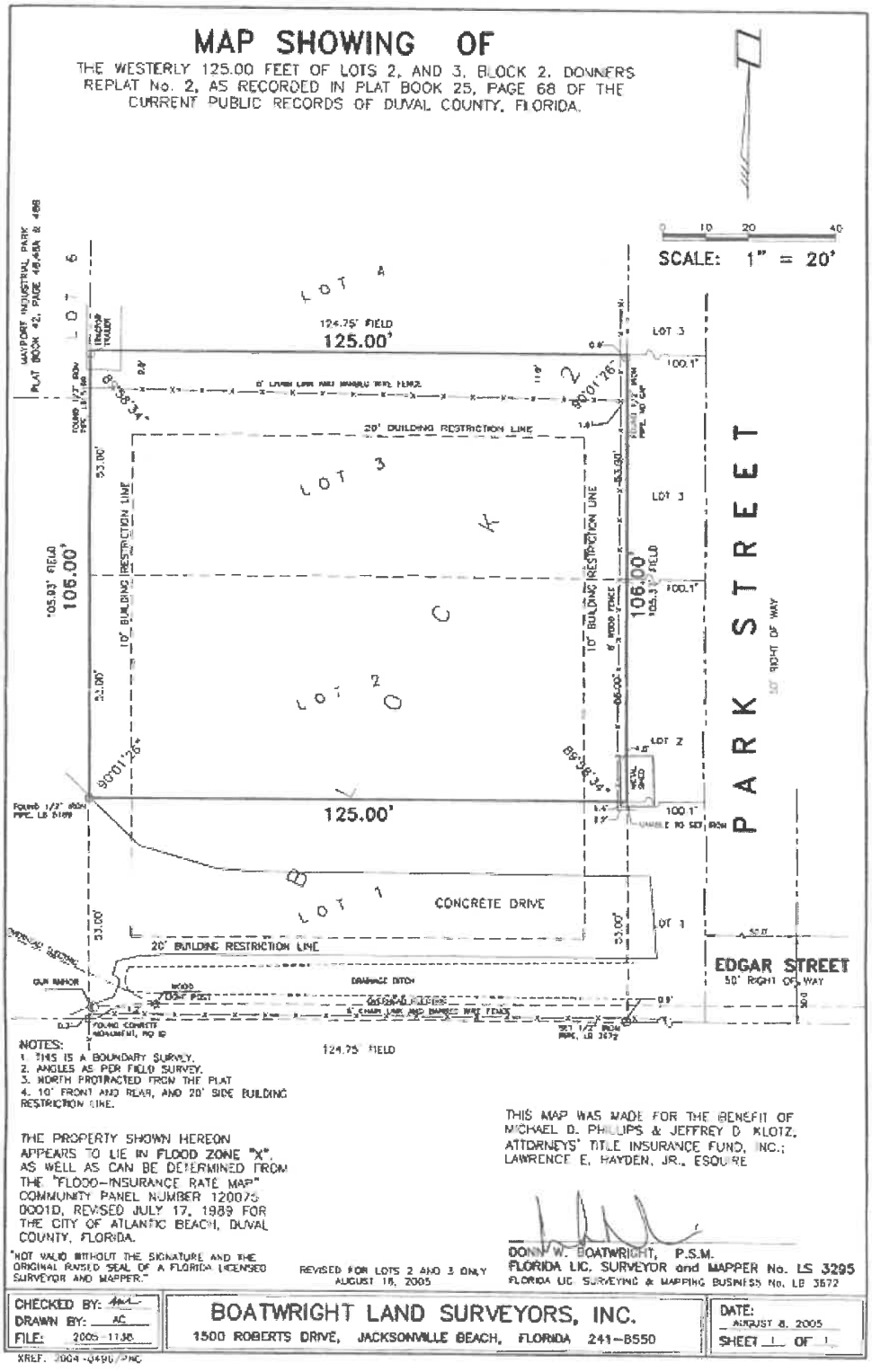
Jason Garbiel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 90-24-252 changing their zoning district designation from Residential, General, Two-Family (RG) to Light Industrial and Warehousing (LIW) shall be those described on the attached survey.

Address	RE Number
1810 Park Street	172268 0000

Easterly 100 feet of lot 2 Block 2 of the Donners Replat No. 2 as recorded in Plat Book 25, Page 68 of the Current Public Records of Duval County, Florida.


MAP SHOWING OF
THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
SCALE: 1" = 20'
PARK STREET
80' RIGHT OF WAY
EDGAR STREET
50' RIGHT OF WAY
LOT A
LOT 1
LOT 2
LOT 3
LOT K
LOT 3
LOT 2
LOT 1
124.75' FIELD
125.00'
105.93' FIELD
106.00'
106.00'
105.93' FIELD
125.00'
124.75' FIELD
CONCRETE DRIVE
20' BUILDING RESTRICTION LINE
10' BUILDING RESTRICTION LINE
DRAINAGE DITCH
OVERHEAD UTILITIES
OUR MANOR
WOOD DOCK
FOUND CONCRETE MONUMENT, NO ID
SET 1/2" IRON PIPE, LB 3672
FOUND 1/2" IRON PIPE, LB 3199
FOUND 1/2" IRON PIPE, NO CAP
S89°58'34"E
N89°58'34"W
S01°01'26"E
N01°01'26"W
NOTES:
1. THIS IS A BOUNDARY SURVEY.
2. ANGLES AS PER FIELD SURVEY.
3. NORTH PROTRACTED FROM THE PLAT
4. 10' FRONT AND REAR, AND 20' SIDE BUILDING RESTRICTION LINE.
THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X", AS WELL AS CAN BE DETERMINED FROM THE "FLOOD-INSURANCE RATE MAP" COMMUNITY PANEL NUMBER 120075 0001D, REVISED JULY 17, 1989 FOR THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA.
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
REVISED FOR LOTS 2 AND 3 ONLY AUGUST 18, 2005
THIS MAP WAS MADE FOR THE BENEFIT OF MICHAEL D. PHILLIPS & JEFFREY D KLOTZ, ATTORNEYS' TITLE INSURANCE FUND, INC.; LAWRENCE E. HAYDEN, JR., ESQUIRE
DONN W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672
CHECKED BY:
DRAWN BY: AC
FILE: 2005-1136
BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550
DATE: AUGUST 8, 2005
SHEET 1 OF 1
XREF: 2004-0490/INC

Cover Page

The proposed project is a 4,500sqft warehouse building with 8 parking spaces located at 0 Edgar Street, Atlantic Beach, FL 32233 (PID: 172268 0100) coupled with a driveway to the warehouse to be located at 1810 Park St, Atlantic Beach, FL 32233 (PID: 172268 0000).

Table of Contents

1. Statement
2. Application
3. List of Adjacent Property Owners
4. Proof Of Ownership
5. Survey and Legal Description
6. Location Map
7. Site Plan

Statement

This amendment is necessary as the parcel's current FLUM designation is Residential Low Density (RL) but the site location is in an industrial area that is unsuitable for residential development and the current zoning for the site is Light industrial. Additionally, the highest and best use for the site is a light industrial warehouse and therefore in order to proceed with the project the designated FLUM must be Light Industrial (L/I).

FUTURE LAND USE MAP (FLUM) AMENDMENT

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

FOR INTERNAL OFFICE USE ONLY
FILE # _____

SMALL SCALE DEVELOPMENT

SITE INFORMATION

ADDRESS 0 Edgar Street CITY Atlantic Beach STATE FL ZIP CODE 32233

SUBDIVISION _____ BLOCK # _____ LOT # _____

RE# 172268-0100 PARCEL SIZE 13,242 sqft TOTAL ACREAGE .29

CURRENT FLUM DESIGNATION Residential Low Densisty (RL) ZONING CODE RG

PROPOSED FLUM DESIGNATION Light Industrial (L/I) FLOOD ZONE N/A

APPLICANT INFORMATION

NAME Andrew Hagaman PHONE # 904-247-5334 ext 310

ADDRESS 645 Mayport Road CELL # 904-669-4162

CITY Atltantic Beach STATE FL ZIP CODE 32233

EMAIL ahagaman@theklotzcompanies.com ☒ OWNER ☐ LEGAL AUTHORIZED AGENT

REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT: Applicants are advised that approval of an amendment to the Future Land Use Map does not constitute approval for issuance of any permit or Development Order. Use and development lands related to this land use map amendment, if approved, and any zoning change shall be subject to compliance with all applicable local Land Development Regulations, any State and Federal permitting requirements as well as Florida Building Code requirements for Category "C" construction.

PROVIDE ALL OF THE FOLLOWING INFORMATION

DESCRIPTION OF PROPOSED USE AND PROPOSED DEVELOPMENT ACTIVITY *(ALSO INCLUDE ANTICIPATED DEVELOPMENT AND ANY PHASING SCHEDULE).*

0 Edgar is proposed to a 5,000 sqft light industrial warehouse

NUMBER OF WETLAND ACRES 0

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

N/A

IDENTIFY ALL PUBLIC AND PRIVATE SERVICE PROVIDERS OF WATER, SEWER, ELECTRIC, SOLID WASTE, ETC. PROVIDE ESTIMATES OF WATER, SEWER AND SOLID WASTE DEMAND.

COAB Water and Sewer. JEA for Electric.

estimated to be less an 50 gallons per day and normal solid demand for a 500 sqft warehouse

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

N/A

ESTIMATED IMPACT TO ADOPTED LEVEL OF SERVICE STANDARDS AS ESTABLISHED BY THE CAPITAL IMPROVEMENTS ELEMENT OF THE EFFECTIVE COMPREHENSIVE PLAN.

None

APPLICATION PACKAGE CHECKLIST

*Additional information may be required, depending upon circumstances unique to individual applications

1. **COVER PAGE:** Identifying the project.
2. **TABLE OF CONTENTS:** Include a list of all exhibits and attachments.
3. **STATEMENT:** Statement addressing need and justification for requested amendment.
4. **APPLICATION:** This form completed in it's entirety.
5. **LIST OF ADJACENT PROPERTY OWNERS AND ENVELOPES:** A list of adjacent property owners within 300 feet of the property including name, mailing address and their real estate number (located at the Property Appraiser's recent certified tax rolls). Include a legal size envelope addressed to each property owner on the list (do not include a return address). Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
6. **PROOF OF OWNERSHIP:** Deed or certificate by lawyer or abstract or title company that verifies record owner as above.
7. **LETTER OF AUTHORIZATION:** If the applicant is not the owner provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
8. **SURVEY AND LEGAL DESCRIPTION:** Current survey and legal description of property sought to be rezoned.
9. **LOCATION MAP:** General location map with property subject to application clearly identified.
10. **SITE PLAN:** Site plan containing the following if applicable to the proposed project (account for all land included).
    - Number and types of dwelling units
    - Type and square feet of commercial or industrial uses
    - Any existing structures and proposed use
    - Any open space, buffers and recreational areas
    - Wetlands, streams, creeks, lakes or any other water bodies or Environmentally Sensitive Lands
    - Most recent aerial photograph of site and surrounding lands
    - Drainage and storm water facilities and other infrastructure, including ingress and egress, internal access and roadways
11. **REQUIRED NUMBER OF COPIES:** One (1) digital copy - additional paper copy is optional
12. **APPLICATION FEE:** $250.00

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

SIGNATURE OF APPLICANT	Andrew Hagaman PRINT OR TYPE NAME	5/7/2024 DATE
SIGNATURE OF APPLICANT (2)	Jeff Klotz PRINT OR TYPE NAME	5/7/2024 DATE

Signed and sworn before me on this 8TH day of MAY 2024 by

State of FLORIDA

County of DUVAL

Identification verified:

Oath Sworn: ☒ Yes ☐ No

CIA SMITH
Notary Public-State of Florida
Commission # HH 283469
My Commission Expires
July 04, 2026

Notary Signature

My Commission expires 7/4/2026

List of Adjacent Property Owners

1. 205 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172266 0000
    b. Owner: 205 Edgar St LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
2. 1920 Park St, Atlantic Beach, FL 32233
    a. PID: 172269 0000
    b. Owner: Miller Henry
    c. Mailing Address: 1920 Park St, Atlantic Beach, FL 32233
3. 95 Levy Rd, Atlantic Beach, FL 32233
    a. PID: 172247 0000
    b. 95 Levy Road INC
    c. Mailing Address: PO Box 330046 Atlantic Beach, FL 32233-0108
    d. Registered Agent: Jacobs, Sylvia
4. 105 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172249 0000
    b. Johnson Erin
    c. Mailing Address: 105 Edgar St, Atlantic Beach, Fl 32233
5. 1930 Edgar St, Atlantic Beach, FL 32233
    a. PID: 172270 0010
    b. Behncke James A
    c. Mailing Address: 1930 Edgar St, Atlantic Beach, FL 32233
6. 1810 George St, Atlantic Beach, FL 32233
    a. PID: 172251 0000
    b. Rhone Randy
    c. Mailing Address: 1810 George St, Atlantic Beach, FL 32233
7. 310 Mealy Drive, Atlantic Beach, FL 32233
    a. PID: 172374 0130
    b. 310 Mealy Drive LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
8. 310 Mealy Drive, Atlantic Beach, FL 32233
    a. PID: 172267 0000
    b. 310 Mealy Drive LLC
    c. Mailing Address: 95 N. Roscoe Blvd, Ponte Vedra Beach, FL 32082
    d. Registered Agent: Cerqueira, Atillo P
9. 1834 George St, Atlantic Beach, FL 32233
    a. PID: 172252 0015
    b. Triumph Apostolic Faith Church

c. Mailing Address: 1834 George St, Atlantic Beach, FL 32233

10. 1770 Mayport Rd, Atlantic Beach, FL 32233
    a. PID: 172053 0100
    b. 1770 Mayport Rd LLC
    c. Mailing Address: 100 Wilshire Blvd., Suite 1400, Santa Monica, CA 90401
    d. Registered Agent Name: CT Corporation System
11. 1800 George St, Atlantic Beach, FL 32233
    a. PID: 172250 0000
    b. Turner Robert Life Estate
    c. Mailing Address: 4125 River Green Pkwy, C/O Veronica Paterson, Duluth, GA 30096-2582
12. 1960 Park St, Atlantic Beach, FL, 32233
    a. PID: 172273 0000
    b. Whitfield IDA M
    c. Mailing Address: 1960 Park St, Atlantic Beach, FL 32233

Doc # 2024017293, OR BK 20933 Page 1385, Number Pages: 1,
Recorded 01/25/2024 10:36 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $10.00 DEED DOC ST $0.70

Prepared by and return to
Koko Head, Esq.
Law Office of Koko Head, P. A.
645 Mayport Road, Suite 5
St. Johns, Florida 32233

Parcel Id No: 172268-0100

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 31st day of December, 2023, between **JEFFREY D. KLOTZ, a single man,** whose address is 645 Mayport Road, Suite 5, Atlantic Beach, FL 32233 ("Grantor") and **EDGAR ACQUISITION, LLC, a Florida limited liability company,** whose address is 645 Mayport Road, Suite 5, Atlantic Beach, FL 32233 ("Grantee"). (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns.) The quitclaimed property is not the homestead of Grantor.

WITNESSETH, that Grantor for valuable consideration, which is hereby acknowledged, hereby remises, releases and quitclaims unto Grantee forever all of Grantor's interest in that certain property (the "Property") in Duval County, Florida, described as follows:

The Westerly 125 feet of Lots 2 and 3, Block 2, DONNER'S REPLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 25, Page 68, of the Public Records of Duval County, Florida.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto Grantee in fee simple, subject to ad valorem taxes and conditions, restrictions, limitations, easements and other matters of record on the date hereof.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Koko Head
Print: Koko Head

Lisa Binder
Print: LISA BINDER

Jeffrey D. Klotz

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of December, 2023, by Jeffrey D. Klotz. He is personally known to me or provided _____ as identification and did not take an oath.

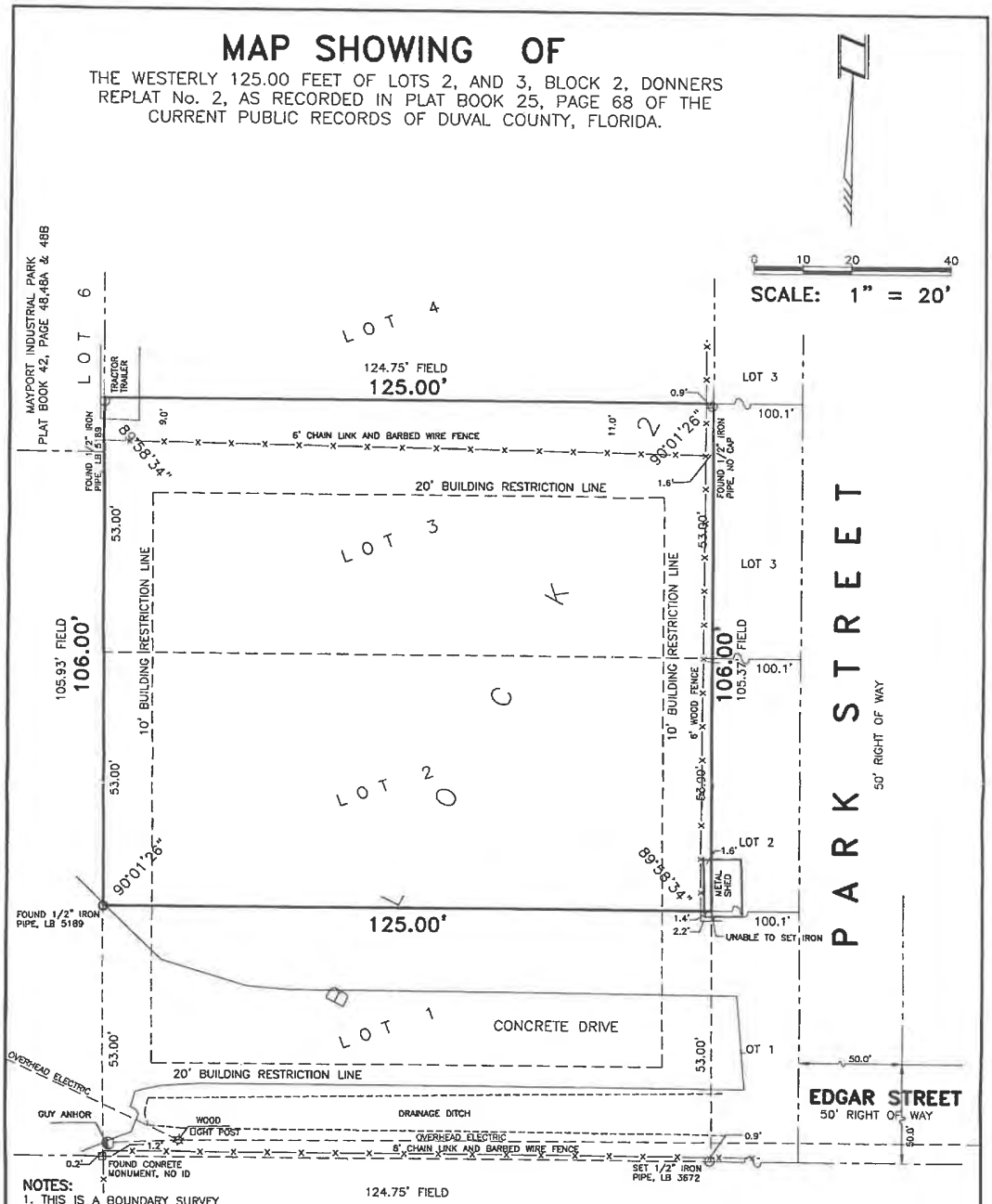
(Notarial Seal)
KOKO HEAD
Commission # HH 380266
Expires April 1, 2027

Koko Head
Print: Koko Head
Notary Public, State of Florida
My commission expires: 4/1/27
My commission number: HH 380266

Note to Clerk: This property is being transferred from an individual to his solely owned LLC with no encumbrances. Minimum doc stamps to apply.

MAP SHOWING OF

THE WESTERLY 125.00 FEET OF LOTS 2, AND 3, BLOCK 2, DONNERS REPLAT No. 2, AS RECORDED IN PLAT BOOK 25, PAGE 68 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



NOTES:
1. THIS IS A BOUNDARY SURVEY.
2. ANGLES AS PER FIELD SURVEY.
3. NORTH PROTRACTED FROM THE PLAT.
4. 10' FRONT AND REAR, AND 20' SIDE BUILDING RESTRICTION LINE.

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN **FLOOD ZONE "X"**, AS WELL AS CAN BE DETERMINED FROM THE "FLOOD-INSURANCE RATE MAP" COMMUNITY PANEL NUMBER 120075 0001D, REVISED JULY 17, 1989 FOR THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

REVISED FOR LOTS 2 AND 3 ONLY
AUGUST 16, 2005

THIS MAP WAS MADE FOR THE BENEFIT OF MICHAEL D. PHILLIPS & JEFFREY D. KLOTZ; ATTORNEYS' TITLE INSURANCE FUND, INC.; LAWRENCE E. HAYDEN, JR., ESQUIRE

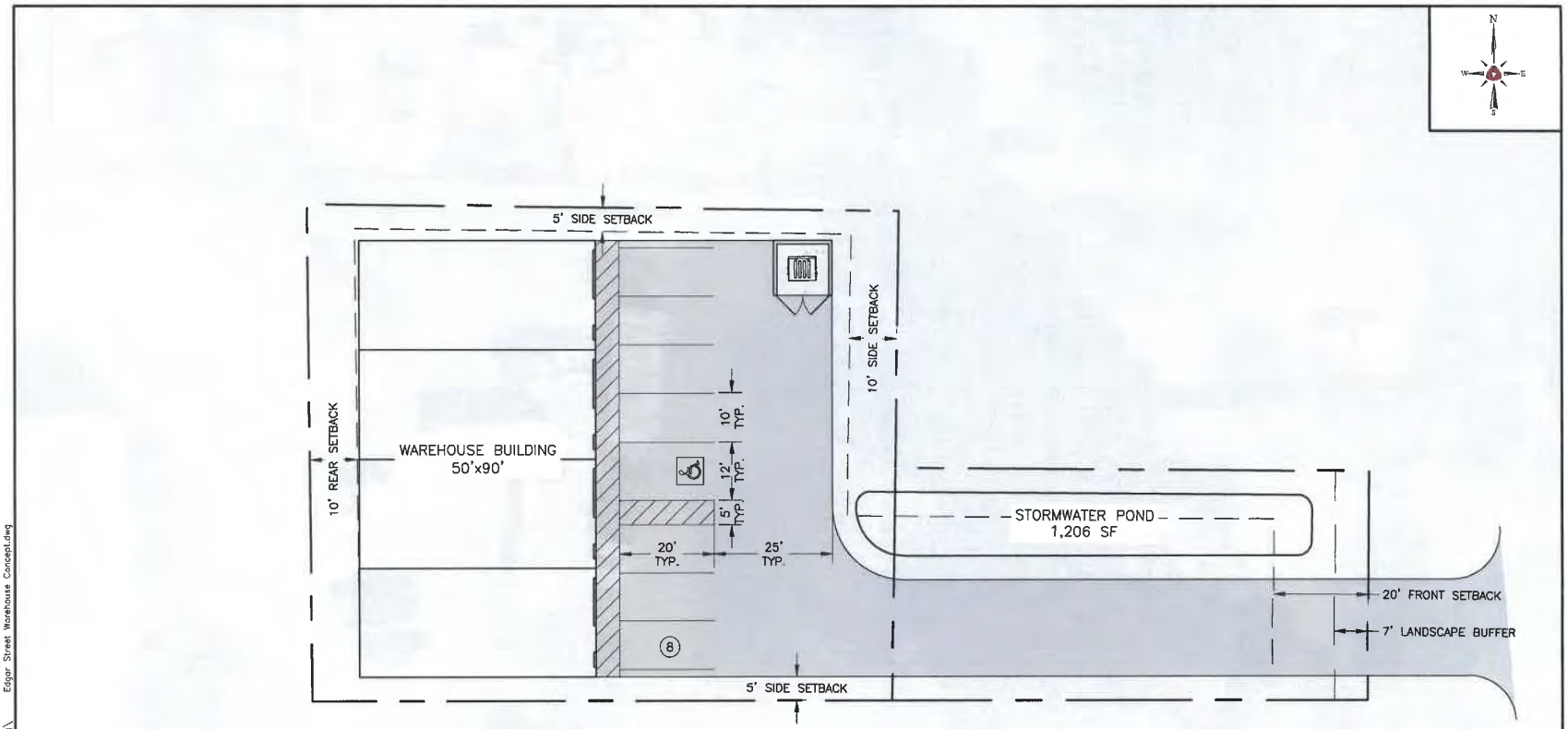
DONN W. BOATWRIGHT, P.S.M.
FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

CHECKED BY: mw DRAWN BY: AC FILE: 2005-1138	**BOATWRIGHT LAND SURVEYORS, INC.** 1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 241-8550	DATE: AUGUST 8, 2005 SHEET 1 OF 1

XREF: 2004-0490/PHC

General Location Map





V:\Projects\4000110-00\Concepts\Working\ Edgar Street Warehouse Concept.dwg

ZONING: LIGHT INDUSTRIAL & WAREHOUSING (LIW)
TOTAL SITE AREA = 17,408.81 SF
MAX IMPERVIOUS AREA = 70% (12,186.17 SF)
CURRENT IMPERVIOUS AREA = 11,944.74 SF (68.6%)
POND AREA = 1,205.96 SF (6.9% OF TOTAL SITE AREA, 10.1% OF IMPERVIOUS AREA)

EDGAR STREET WAREHOUSE

0 EDGAR STREET, ATLANTIC BEACH, FL 32233 **CONCEPT D**

PROJECT MANAGER:	CMW
DRAWN BY:	NMT
DATE:	2024-3-5

0 10 20
1 inch = 20 ft.

ALLIANT