City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, March 23, 2026 - 6:00 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

1.A. Approve minutes of the Regular Commission Meeting held on March 9, 2026. 7 - 47
3-9-26 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

* 2.A. Water Conservation Month Proclamation 49
Water Conservation Month

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (March - May 2026) 51 - 54
90-Day Calendar (March - May 2026)

3.B. Beaches Town Center Parking

* 3.C. Stormwater Master Plan Update

* 3.D. Senate Bill 64 Compliance Approach

3.E. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

* 4.A. City Manager Recruitment Update (Commissioner Bole) 55 - 56
City Manager Recruitment Update

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

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

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

6.A. Approve Resolution No. 26-51. 57 - 83

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING CERTAIN WATER AND SEWER INFRASTRUCTURE LOCATED WITHIN THE COASTAL HAVEN SUBDIVISION FOR OWNERSHIP AND MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-51

6.B. Approve Resolution No. 26-43. 85 - 86

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A FOURTY TWO INCH DIAMETER LIVE OAK TREE AT 1440 EAST COAST DR. AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-43

6.C. Approve Resolution No. 26-47. 87 - 89

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING RFP NO. 26-02 MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-47

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 26-45** 91 - 93

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-07 STURDIVANT AVENUE SIDEWALK IMPROVEMENTS PROJECT TO MCLAIN SITE SOLUTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-45

* 8.B. **RESOLUTION NO. 26-48** 95 - 111

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ATLANTIC BEACH AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH, THE CITY OF

NEPTUNE BEACH, AND TBR NEPTUNE OWNER, LLC, FOR THE PROVISION OF POTABLE WATER FIRE PROTECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-48

8.C. **RESOLUTION NO. 26-49** 113 - 118
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ESTABLISHING A POLICY FOR COMMERCIAL BEACH ACCESS AND VEHICLE OPERATIONS PURSUANT TO CITY CODE SECTIONS 5-16 AND 5-30; PROVIDING FOR OPERATIONAL LIMITS, SAFETY STANDARDS, AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-49

8.D. **RESOLUTION NO. 26-50** 119 - 122
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TURF BLOCK COST-SHARING PROGRAM FOR PUBLIC RIGHTS-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONTRACTS AND AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-50

* 8.E. **RESOLUTION NO. 26-52** 123 - 126
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-10 MARSH OAKS COMMUNITY CENTER PARKING IMPROVEMENTS PROJECT TO J. HOWARD CONSTRUCTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-52

* 8.F. **RESOLUTION NO. 26-53** 127 - 176
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A CHARITABLE IN-KIND DONATION FROM NATURE CONNECT FLORIDA, INC. FOR LANDSCAPE DESIGN AND INSTALLATION SERVICES AT THE COMMUNITY GARDEN AT MARSH OAKS COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DONATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-53

* 8.G. **RESOLUTION NO. 26-54** 177 - 246
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH CIVIC CONSULTING GROUP, LLC FOR THE REVIEW AND DEVELOPMENT OF THE INTERLOCAL AGREEMENT (RFP 26-01); AUTHORIZING A COST-SHARING ARRANGEMENT WITH THE CITY OF JACKSONVILLE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-54

9. ACTION ON ORDINANCES

* 9.A. **ORDINANCE NO. 90-26-259, Introduction and First Reading** 247 - 315

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND SOUTHCOAST CAPITAL PARTNERSHIP, LTD. AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME TO PROVIDE FOR A DEVELOPMENT CONTRACT TO GOVERN THE REDEVELOPMENT OF 299 ATLANTIC BOULEVARD PROVIDING LANDSCAPE COMPENSATION ALLOWING FOR THE REDEVELOPMENT OF A PORTION OF THE EXISTING BUILDING; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 90-26-259

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
Regular City Commission Meeting
Monday, March 9, 2026 - 6:00 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:00 PM. CC Bartle called the roll.

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 (At Large)
	Bruce Bole, Commissioner - Seat 2 (District 1308)
	Thomas Grant, Commissioner - Seat 3 (District 1307)
	Candace Kelly, Commissioner - Seat 4 (District 1306)
	Jessica Ring, Commissioner - Seat 5 (District 1312)
Also Present:	Kevin Hogencamp, Interim City Manager (CM)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Ladayija Nichols, Deputy City Clerk (DCC)
	Charles "Chase" Jamison, Lieutenant (Lt.)

1 APPROVAL OF MINUTES

1A. Approve minutes from the Regular Commission Meeting held February 23, 2026.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

2.A. Officer Robert Harding 40 Year Anniversary Recognition

Mayor Ford recognized Officer Robert Harding for 40 years of service. PC Gualillo spoke highly of Officer Harding and presented him with a certificate and pin (which is attached hereto and made part of this official record as **Attachment A**). A photo was shown during the meeting (which is attached hereto and made part of this official record as **Attachment B**).

3-9-26 Attachment A
3-9-26 Attachment B

PUBLIC COMMENT

The following speakers provided their comments:

DRAFT

Rachel Crismond
Sarah Boren
Nancy Staats
Jennifer Bosma
Jackie Beckenbach

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (March - May 2026)

Commissioner Ring noted a typo and there was a ***CONSENSUS*** to accept the 90-Day Calendar.

3.B. Coordinated E-Bike Strategy: Regulation, Messaging and Compliance

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

Lt. Jamison gave a presentation (which is attached hereto and made part of this official record as **Attachment D**) and answered questions from the Commission. Mayor Ford requested consideration of increased enforcement presence, particularly in the Beaches Town Center and along major corridors such as Ocean Boulevard. He also requested that the topic be placed on a future agenda for consideration. CM Hogencamp indicated that he would bring forward legislation for the Commission's consideration.

3-9-26 Attachment C
3-9-26 Attachment D

3.C. Beaches Town Center Paid Parking

Mayor Ford indicated he would propose a one-year extension of the previous agreement at a 70% gross split to allow time for data analysis and consideration of Atlantic Beach operating its own program, while maintaining consistent parking fees. CM Hogencamp and CA Gabriel will research the appropriate allocation of parking revenue.

3.D. Interlocal Agreement - Fire Line Extension into Neptune Beach

Steven Diebenow, representing the property owner, responded to questions from the Commission. He clarified that if fire suppression is not provided through this agreement, the owner would pursue alternative solutions, and development of the property could still proceed. He indicated the owner's willingness to pay fees that are reasonable and supported by law, noting that fees must be appropriately justified. He also stated that the request relates to fire suppression needs and that the City of Neptune Beach has adequate potable water and sewer capacity to serve the property.

Mayor Ford asked the CA to research whether the City can legally charge fees beyond standard tap fees to account for administrative costs and potential risks.

3.E. Russell Park Playground Upgrades

DRAFT

3.F. Sherman Creek Restoration Funding Request

CM Hogencamp will follow up regarding the specific areas to be addressed as part of the project.

3.G. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

4.A. City Manager Recruitment Update (Commissioner Bole)

Commissioner Bole reported that the RFP for executive search firms has been issued. Responses will be processed through the City's standard procurement procedures, with the item tentatively scheduled for Commission review at the May 11, 2026 meeting.

Commissioner Ring

- Highlighted ESC workshop priorities, including the marsh restoration pilot program.
- Reiterated her priority for improvements at Donner Park.
- Requested an update on Mayport Road construction. CM Hogencamp noted the preconstruction meeting has been postponed to May 21, 2026, which may delay construction until July or later.

Commissioner Grant

- Discussed timing for the parking and farmers market RFP. CM Hogencamp indicated the RFP could be released by the end of the week following Commission review of the final draft.
- Addressed comments made during Courtesy of the Floor regarding city manager succession.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 26-39

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO A 9-1-1 USER FEE DISTRIBUTION AGREEMENT WITH THE CITY OF JACKSONVILLE FOR FISCAL YEAR 2025-26; GIVING THE CITY MANAGER SIGNATORY AUTHORITY IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

6.B. Approve Resolution No. 26-41

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-08 MULTI-YEAR CONTRACT FOR POLYMER TO CEDARCHEM LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS

DRAFT

NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

6.C. Approve Resolution No. 26-42
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-05 MARY STREET DRAINAGE IMPROVEMENTS PROJECT TO THE KENTON GROUP; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

MOTION: Approve consent agenda items 6A through 6C as written.

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

7. COMMITTEE REPORTS
None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 26-44
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF 155 USER LICENSES OF MICROSOFT OFFICE 365 GCC (GOVERNMENT COMMUNITY CLOUD) FROM SHI INTERNATIONAL CORP. AT A PRICE OF $37,682.05 WITH FUNDS ALLOCATED IN THE FISCAL YEAR 2025-26 BUDGET (ACCOUNT NO. 001-1011-516-46-00); AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Adopt Resolution (No.) 26-44.

Motion: Bruce Bole
Second: Candace Kelly

DRAFT

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 26-46

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE CITY MANAGER'S EXECUTION OF AN EMERGENCY EXPENDITURE WITH RING POWER CORPORATION FOR THE REPAIR OF A WATER PLANT GENERATOR; PROVIDING FOR THE RATIFICATION OF AN EMERGENCY CONTROL PANEL UPGRADE PURSUANT TO SECTION 2-338 OF THE CITY CODE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Adopt Resolution (No.) 26-46.

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 5 to 0.

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

10.A. Environmental Stewardship Committee Priorities

CM Hogencamp acknowledged the Commission's request to include ESC priorities on the agenda. Staff will advance items requiring funding consideration, including the Marsh Restoration Pilot Project, Florida Friendly Public Landscape Program on public property, and a Parks Master Plan update; Chapter 23 updates will continue. Mayor Ford requested estimated implementation costs prior to spending decisions and questioned whether the Parks Master Plan update should be outsourced or completed by staff. Commissioner Kelly expressed a preference for internal handling.

10.B. Beach Driving Request - Dune House

DRAFT

CM Hogencamp reported a request from Dune House for commercial beach vehicle operations to transport beach chairs and will bring the matter to the Commission for consideration.

Discussion ensued.

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Ring

- Reported she will be absent from the March 23, 2026 meeting.

Mayor Ford

- Recognized the police department's strong culture of teamwork and long-standing service, as well as its engagement with the community. He encouraged officers to continue interacting with residents, noting that these connections help build positive relationships and contribute to the community's appreciation of officers such as Officer Harding.

13. ADJOURNMENT

The meeting adjourned at 7:52 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT



40

YEARS OF SERVICE

with gratitude, we thank

Robert Harding

for his dedicated service to the City of Atlantic Beach

CURTIS FORD
Mayor

KEVIN HOGENCAMP
Interim City Manager

Attachment A to
3-9-26 Minutes

Attachment B to
3-9-26 Minutes

Congratulations & Thank You

Robert Harding

POLICE OFFICER

CITY OF ATLANTIC BEACH
CENTENNIAL
Est. 1925

40 YEARS OF SERVICE

CITY OF ATLANTIC BEACH

Attachment C to
3-9-26 Minutes

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

City Manager's Community Update
Date: March 9, 2026
To: The Atlantic Beach Community & City Commission

From: Kevin Hogencamp, Interim City Manager/khogencamp@coab.us

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

1. **Coordinated E-Bike Strategy: Regulation, Messaging, and Compliance.** City staff has published a Strategy Report on E-Bike Safety and Integrated Policy. This document outlines a proactive, multi-pronged approach to managing e-bike usage, focusing on public safety through rigorous oversight. Utilizing expanded legal authority, the City will regulate e-bike speeds in pedestrian zones via a stepped-up enforcement model and clear community messaging. This strategy balances necessary enforcement with enhanced signage and targeted public education to ensure our streets remain safe for all users.

2. **Beaches Town Center (BTC) Parking Program Update.** At its March 2 meeting, the Neptune Beach City Council discussed increasing parking rates during peak hours. Per the BTC Paid Parking Interlocal Agreement, Atlantic Beach must be consulted before significant changes are implemented. City Manager Pike and I are currently negotiating a new agreement while discussing the implications of these proposed changes. This remains a fluid deliberation.

3. **Fire Line Extension – Interlocal Agreement (ILA).** The agreement regarding potable water service for fire protection for the Neptune Beach redevelopment project is slated for Commission consideration and potential approval on March 23.

4. **Jack Russell Park Playground Upgrade.** We are moving quickly to further enhance the Jack Russell Park playground following the removal of the vintage tire track. While updates were necessary to meet modern safety and health standards, we recognize feedback from residents regarding the need for more challenging equipment for elementary-aged children. To bridge this gap, the City will soon publish design options to restore agility and "hopping" play value using modern, safety-compliant

obstacles. Additionally, we are implementing a new "Public Communication" mandate for all upcoming projects to ensure residents are fully informed before any future playground transitions begin.

5. **Sherman Creek Restoration and Flood Mitigation.** With our $1.08M FY26 federal dune walkover funding request pending, we are shifting focus to our FY27 federal Community Projects request: dredging Sherman Creek. As the primary drainage artery for half of Atlantic Beach, this $1.5M project will restore hydraulic capacity lost over decades. By removing sediment and stabilizing infrastructure, we will mitigate severe flooding, protect the community from storm events, and improve water quality in the Atlantic Intracoastal Waterway.

6. **Other Reports**

   - **Mary Street Drainage Improvements:** This project, on the March 9 agenda, involves comprehensive stormwater improvements along Mary and Stewart Streets. Designed to mitigate flooding by expanding the existing piped drainage system, 75% of this work is grant-funded. Both streets are situated within the critical catchment area for Sherman Creek.
   - **Neighborhoods Department Agreements:** The City has executed agreements with the Atlantic Beach Athletic Association (the first since 2021) and the Coastal Kicks youth soccer program (a first-time partnership). Next, an RFP for a Farmers Market operator is expected to hit the street as early as this week, with an operating agreement targeted for July.
   - **Board Member Reception:** Our annual reception honoring dedicated board members, committee members, and environmental stewardship awardees will be held at 6 p.m. Thursday, May 7, at the Adele Grage Cultural Center.
   - **Recreation and Parks Events:**
     - **Thursday, March 19:** Artist Reception, 5–8 p.m., Adele Grage Cultural Center.
     - **Saturday, March 28:** Centennial Americana Celebration (Baseball, Hot Dogs, Chevrolets, and more), 10 a.m.–2 p.m., Jack Russell Park.
     - **Saturday, April 4:** Egg Hunt, 10 a.m.–1 p.m., Jordan Park.
     - **Saturday, April 18:** Arts in the Park, 10 a.m.–4 p.m., Johansen Park.

Attachment C to
3-9-26 Minutes

CITY OF ATLANTIC BEACH

Mission

The place to be -- through exceptional public services.

2040 Vision

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

City Commission Priorities

In 2018, the Atlantic Beach City Commission began undertaking an annual exercise that establishes priorities for city government. This endeavor is facilitated by Atlantic Beach resident Linda Lanier, who volunteers her services.

E-Bike Safety

ATLANTIC BEACH POLICE DEPT

E-Bike Popularity

E-Bike use has exploded in recent years

- Global use increased fourfold from 2011 to 2023
- 63% of bicycle sales growth from 2019 to 2023 were e-bikes
- $2+ billion in annual sales



Problems/Concerns Related to E-Bikes

- Speeds much faster than standard bicycles – Injuries are more severe.
- Technology has outpaced legislation regulating e-bikes
- Safety for riders and others is a concern E-bikes go faster and weigh much more than a standard bicycle

Crash Data in Atlantic Beach

2024

- 17 Crashes
  - 11 Bicycle Crashes, 5 E-Bike Crashes, 1 PMD Crash
- Average Age of Rider: 34
- Average Age of E-Bike Rider: 26
- 2 Juveniles (1 E-Bike, 1 PMD)
- No serious injuries
  - 7 minor injuries, 5 possible injuries, 4 no injuries, 1 unknown (bicyclist hit & run)
- 52% of crashes non-motorist at fault

2025

- 13 Crashes
  - 7 Bicycle Crashes, 4 E-Bike Crashes, 2 PMD Crashes
- Average Age of Rider: 41
- Average Age of E-Bike Rider: 23
- 2 Juveniles (both on e-bikes)
- No serious injuries
  - 3 minor injuries, 5 possible injuries, 3 no injuries, 2 unknown (bicyclist hit & run)
- 54% of crashes non-motorist at fault

*PMD=Personal Mobility Device

Area of New Concern: E-Bike vs E-Moto

E-BIKE



- Electric Motor of Less 750W
- Max Speed 28mph or less (Class Dependent)
- Pedals
- Examples: Lectric, Aventon, Ride1Up
- Some can be configured/modified to exceed Statutory E-Bike Class Ratings

ELECTRIC MOTORCYCLE



- Electric Motor Greater than 750W (1000s)
- Speeds Exceed 28MPH (Some 40-50+ MPH)
- No or non-functioning Pedals
- Often Advertised as "Electric Bikes"
- Examples: Surron, ENGWE, JASION, AIPAS
- Do not meet statutory E-Bike Class Ratings

COAB Efforts to Date

Attachment D to
3-9-26 Minutes

Atlantic Beach Legislation

2025 - Ordinance adopted in Atlantic Beach regulating bicycles, e-bikes, and personal mobility devices

- Set restrictions of speeds on sidewalks or multi-use paths
- Restricted use of motors within parks, trails, or unpaved portions of rights-of-way
- Set speed limits on roadways
- Requirements for safe operation and prohibitions creating dangerous or careless operation
- $50 fine
- Improved on state law (FSS 316.2065 and 316.20655) that regulated bicycles and e-bikes

Education Efforts

Extensive outreach to children

- Partnered with UF Health and Atlantic Beach Elementary for 2 Bike Safety Events at ABE
  - April and September 2025
  - All kids grades 3, 4, & 5 (approximately 275 each session)
- Social media postings on bike/e-bike laws and safety tips
- Started a helmet distribution program for children in need, helmets donated by community partner (Rotary)
- Individual contacts during patrol

Enforcement

	2025	2026*
Bicycle/E-Bike Traffic Stops	388	52
Total Citations	44	8
M.O. Citations	14	4
Written Warnings	112	13
Verbal Warnings	233	30
Arrests	9	2

*2026 Data 1/1/2026-2/28/2026 Only

Community Partnerships

Law Enforcement

- Worked with other area agencies on enforcement plan, participated in joint e-bike enforcement deployment with NBPD and JBPD in 2025

Safety Partners

- FDOT/Duval Traffic Safety Team
- UF Health
- North Florida TPO

What's to come in 2026

Education and Enforcement

Education

- Development of educational materials and handouts
- Continued educational events and presentations to public
- Social Media and PSA development

Enforcement

- Directed enforcement patrols and deployments
- Deployment of Bike Team Officers
- Increased enforcement – Continuing Education with added Enforcement emphasis

Continuing/Additional Partnership Efforts

North Florida TPO

- Planned E-Bike community survey and study at the Beaches

Law Enforcement

- Continued enforcement deployments

UF Health/Community Traffic Safety Team Partners

- Education events, i.e. Bike Safety rodeos

Citizen Group(s)

- Helmet donation/distribution

City E-Bike Strategy

City E-Bike Strategy Overview



City staff has developed a strategy document to address community concerns around e-bikes and implement a framework to implement or suggest improvements to address those concerns. It focuses on 4 areas:

- Current Legislative and Enforcement Framework
- Opportunities for Enhancing Local Legislation
- Messaging & Educational Opportunities
- Infrastructure Improvements



City E-bike Strategy

ENHANCING LOCAL LEGISLATION

Pending State Legislation

HB 243/SB 382

- Riders must slow to 10mph or less within 50 feet of a pedestrian on sidewalks/shared paths
- E-bike riders must yield to pedestrians and give an audible signal before passing on multi-use paths
- Update to Florida crash report form to track e-bikes specifically
- Creation of a state task force to study e-bike & micro-mobility device safety, definitions, enforcement, and recommend changes

*Initial proposals to require driver's licenses for Class 3 e-bikes and changes to classifications of some bikes to electric motorcycles were not included in either bill

Proposed changes to State Law don't have a major impact on Atlantic Beach – Already codified in our bike/e-bike ordinance (MO 21-107)

Potential City Legislation

There are several potential legislative opportunities/options to enact new or modify existing city ordinances to enhance public safety related to e-bike use

*These options are in early development and still require more thorough vetting by City staff for feasibility, plus legal review by the city attorney. They are at the concept/idea stage and are *not* official proposals*



Attachment D to
3-9-26 Minutes

Potential City Legislation

Minimum Age Requirements

Florida law [FSS 316.20655(8)] allows local governments to set minimum age requirements for e-bike operation. Explorer potential 14 or 16-year-old minimum age for the operation of Class 2 (throttle-assist) and Class 3 (high-speed) e-bikes to address developmental safety concerns.

Government ID Mandate

Florida law [FSS 316.20655(8)] allows local governments to possess government-issued photo ID while operating an e-bike. To assist with enforcement, require all e-bike operators to possess and carry a government-issued photo ID while riding.

"E-Moto" Impoundment

Strengthening local code to allow for the immediate impoundment of "E-Motos" (off-road electric motorcycles without pedals) found operating illegally on public property, clearly distinguishing them from legal e-bikes.

Potential City Legislation

Point-of-Sale Disclosure

- Requiring local retailers to provide a "City Safety Fact Sheet" to every e-bike purchaser or renter, explicitly detailing safety regulations, such as local sidewalk speed limits and park restrictions.

Park Enforcement Optimization

- Current code 21-107(b)(2) restricts motor use in parks, but the City is evaluating an outright e-bike prohibition in parks as a park rule. This removes the "burden of proof" for officers to determine if a bike was under motor power or human power.

Streamlined Park Rule Violation Penalty Process

- Review the current "graduated warning" system for park rule violations (MO 5-33). The goal is to grant officers greater discretion to trespass violators for 6 to 12 months, supported by an existing formal appeal process.

City E-bike Strategy

MESSAGING & EDUCATIONAL OPPORTUNITIES

Messaging & Education

We must bridge the gap between regulation and behavior.

We can use campaigns to educate the public on new and existing laws regulating e-bikes to increase compliance.

Messaging & Education

The #BikeSmartAB E-Bike Campaign

- Digital and physical awareness campaign focused on the "Three Cs": Class (knowing your bike), Compliance (knowing the 10mph rule), and Courtesy (yielding to pedestrians)

Point-of-Sale Disclosure

- Provide local retailers and bike rental companies with a "City of AB Safety Fact Sheet." This document must be provided to every e-bike purchaser or renter, explicitly detailing local regulations like sidewalk speed limits, helmet requirements, and park restrictions.

"Respect the Space" Signage Messaging

- Using neighborly, non-confrontational language on educational signs to remind riders that sidewalks and trails are shared environments where pedestrians have the right-of-way.

Youth & School Outreach

- Partnering with local schools to present the "Medical Reality" of e-bike accidents, focusing on the differences in braking and handling compared to traditional bicycles.

Messaging & Education

Targeted Parental Outreach

- "Not Your Average Bicycle" Initiative: Messaging for parents highlighting that e-bikes–particularly Class 2 and 3–possess power and speed profiles more akin to motor vehicles than traditional cycles.
- Medical Safety Information: Distributing data on the severity of e-bike injuries in minors, emphasizing that higher speeds and heavier frames require more developed motor skills and judgment.
- Parental Liability Awareness: Educating parents on their legal responsibility for their child's compliance with city ordinances, including the mandatory 10 mph sidewalk rule and helmet laws for those 16 and under.

Attachment D to
3-9-26 Minutes

City E-Bike Strategy

INFRASTRUCTURE ENHANCEMENTS

Infrastructure Enhancements

Attachment D to
3-9-26 Minutes

Development and Installation of Bike/E-Bike Speed Limit Signage	· In progress. Signs have been designed and ordered. Proposed sites for installation have been identified with installation pending sign arrival
Park Signage	· Redesigning "No Motorized Use" signs for city parks to be less "DOT-like" and more integrated into the park environment while maintaining clear regulatory authority.
General Safety Signs	· In development. Will have general safety and regulation information for bike/e-bikes

Attachment D to
3-9-26 Minutes

Questions?

Proclamation of the City of Atlantic Beach

in Recognition of

Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts, and the City of Atlantic Beach are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Atlantic Beach and the State of Florida annually designate April – typically a dry month when water demands are most acute – as Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

WHEREAS, because efficient irrigation design, programming, and maintenance can conserve water, the City of Atlantic Beach encourages citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.

NOW, THEREFORE, I, Curtis Ford, Mayor of the City of Atlantic Beach, Florida, do hereby proclaim the month of April, as

WATER CONSERVATION MONTH

in Atlantic Beach and encourage each citizen and business to help protect our precious resource by practicing water-saving measures and becoming more aware of the need to save water. For this, the 28th year of Water Conservation Month, there will be a special focus on ensuring that outdoor irrigation systems operate efficiently by using properly functioning rain shutoff devices. By making sure these devices are installed, connected, and working as intended, our community can prevent unnecessary watering, reduce waste, and make better use of the rainfall we receive.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 23rd day of March 2026.

_____

Curtis Ford, Mayor

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: March 10, 2026

MEETING DATE: March 23, 2026

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

Please note that the 2026 town hall meetings have been scheduled for:

- Saturday, April 18 in the Commission Chamber
- Saturday, July 18 at Gail Baker Community Center
- Saturday, October 17 at the Adele Grage Cultural Center

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for March 2026-May 2026 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (March 2026-May 2026)

REVIEWED BY CITY MANAGER: Kevin Kosanchip

CITY COMMISSION

March 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Commission-ESC Priority-Setting Workshop & Commission Chapter 23 Workshop 6pm	3	4	5 Code Enforcement Special Magistrate 2 pm	6	7 Native Plant Planting Day 9 am-Noon (Howell Park)
8 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	9 City Commission 6:00 pm (Invoc-Ring)	10 Arts, Recreation, Culture Committee 6 pm	11 Environmental Stewardship Cmte. 6 pm	12	13 Brush Up Paint Class 6 pm (Adele Grage)	14 Wild Wonders 1 pm (Dutton Island Preserve)
815 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18	19 Artist Reception 6 pm (Adele Grage)	20	21 Wild Wonders 1 pm (Dutton Island Preserve)
22 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	23 City Commission 6:00 pm (Invoc-Ford)	24	25 Environmental Stewardship Cmte. 6 pm	26	27	28 Centennial Americana Celebration 10 am–2 pm (Jack Russell Park)
29 Farmers Market 10 am-2 pm (Russell Park)	30	31				

CITY COMMISSION

April 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4 Easter Egg Hunt 10am Jordan Park Line Dancing Event 2pm Veterans Memorial Park
5 Farmers Market 10 am-2 pm (Russell Park)	6 City Commission Priority-Setting 6 pm	7	8 Environmental Stewardship Cmte. 6 pm	9	10	11
12 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	13 City Commission 6:00 pm (Invoc-Bole)	14 Arts, Recreation, Culture Committee 6 pm	15	16	17 Brush Up Paint Class 6pm (Adele Grage)	18 Town Hall Meeting 10 am Arts in the Park 10am-4pm (Johansen Park) Wild Wonders 1pm Dutton Island Preserve
19 Farmers Market 10 am-2 pm (Russell Park)	20	21 Community Development Board 6 pm	22 Environmental Stewardship Cmte. 6 pm	23	24	25 Wild Wonders 1pm Dutton Island Preserve
26 Farmers Market 10 am-2 pm (Russell Park) Opening of the Beaches Parade 2pm Acoustic Night 6pm (Adele Grage)	27 City Commission 6:00 pm (Invoc-Grant)	28	29	30		

CITY COMMISSION

May 2026

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2 WellFest 9am-2pm (Johansen Park)
3 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	4	5	6	7 Code Enforcement Special Magistrate 2 pm Board Member Reception (Tentative)	8	9 Wild Wonders 11am (Dutton Island Preserve)
10 Farmers Market 10 am-2 pm (Russell Park)	11 City Commission 6:00 pm (Invoc-Kelly)	12 Arts, Recreation, Culture Committee 6 pm	13 Environmental Stewardship Cmte. 6 pm	14	15 Brush Up Paint Class 6pm (Adele Grage)	16 Kids to Parks Day 10am-1pm (Donner Park)
P17 Farmers Market 10 am-2 pm (Russell Park)	18	19 Community Development Board 6 pm	20	21 NEFLC Dinner hosted by COAB Artist Reception 5 pm (Adele Grage)	22	23 Wild Wonders 11am (Dutton Island Preserve)
24 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	25 City Offices Closed Memorial Day	26 City Commission 6:00 pm (Invoc-Ring)	27 Environmental Stewardship Cmte. 6 pm	28 Pension Boards 6 pm	29 Blood Drive Noon-5pm	30
31 Farmers Market 10 am-2 pm (Russell Park)						

City Manager Position Vacancy Update

ANTICIPATED TIME LINE

Potential bidders may schedule on-site visits	March 23rd – 27th
Deadline for RFP questions	March 30th 2026
Proposal Due Date to Procurement	April 8th 2026 2:45pm
Interviews/Presentations if needed	April 13th - 17th, 2026
Award of Contract	April 27th, 2026
Anticipated Search Firm Start Date	**May 1st 2026**
Search firm finalize recruitment plan & post	May 8th 2026
Search Firm Advertise Position	May 8th – June 8th
Applications reviewed by Search Firm & Citizen Review	June 8th – June 15th
Commission reviews recommendations & interviews	June 22nd 2026
Candidate Negotiations & Contract	June 25th -29th
City Manager tentative start date	August 3rd 2026

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-51 (Acceptance of Water and Sewer Infrastructure at Coastal Haven for City Ownership and Maintenance)

SUBMITTED BY: Troy Stephens, Public Utilities Director

DATE: March 13, 2026

MEETING DATE: March 23, 2026

BACKGROUND: Construction on the water and sewer infrastructure for Coastal Haven (Habitat for Humanity), located in the City of Jacksonville, has recently been completed. The contractor, Robinson & Jacobs Grading, Inc., has finished construction in accordance with approved plans and submitted all necessary documentation, including the Engineer's Final Certification dated January 21, 2026. City staff performed a final inspection, and the Florida Department of Environmental Protection (FDEP) has issued final clearances for both the wastewater collection system (January 21, 2026) and the potable water system (September 23, 2025).

The developer has provided all required documents for final acceptance, including:

- **Engineer's Final Certification:** Provided by Charles E. Kennedy, P.E..
- **FDEP Clearances:** Final service clearances for water and sewer.
- **Owner's Affidavit:** Executed by Steven Gilbert for Beaches Habitat for Humanity, Inc..
- **Utility Easement:** A perpetual non-exclusive public utility easement granted to the City of Atlantic Beach.
- **Schedule of Values:** A detailed inventory of infrastructure to be added to the City's assets, totaling $43,622.00 in developer contributions.

BUDGET: There is no immediate impact to the operating budget. The infrastructure identified in the provided schedule of values will be incorporated into the City's asset management system.

RECOMMENDATION: Adopt Resolution No. 26-51

COMMUNITY OUTREACH: NA

ATTACHMENTS: Resolution No. 26-51
Coastal Haven Final Acceptance Package

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 24-51

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING CERTAIN WATER AND SEWER INFRASTRUCTURE LOCATED WITHIN THE COASTAL HAVEN SUBDIVISION FOR OWNERSHIP AND MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE SAID ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach provides water and sewer services and recognizes the need for continued maintenance of vital public utility infrastructure; and

WHEREAS, Beaches Habitat for Humanity, Inc. ("Developer") has completed the construction of water and sewer infrastructure to serve the Coastal Haven subdivision; and

WHEREAS, the Developer's engineer has certified that the infrastructure was constructed in accordance with City-approved plans, and the Florida Department of Environmental Protection has cleared the systems for service; and

WHEREAS, the Developer has executed a Bill of Sale and a perpetual Utility Easement to the City of Atlantic Beach for the purpose of operating and maintaining said utilities; and

WHEREAS, the City Commission finds that accepting this infrastructure for ownership and maintenance serves a valid public purpose and is in the best interest of the health, safety, and welfare of the residents.

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

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The Atlantic Beach City Commission hereby accepts for ownership and maintenance the water and sewer infrastructure at the Coastal Haven subdivision as described in the Schedule of Values and As-Built drawings.

SECTION 3. The City Manager is authorized to execute any contracts, easements, or other necessary documents to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

ts

City of Atlantic Beach

INFRASTRUCTURE ACCEPTANCE CHECKLIST

PROJECT: Habitat for Humanity Coastal Haven

ENGINEER: Charles Kennedy **PHONE:** 904-233-9065 **EMAIL:** _____

DEVELOPER: Habitat for Humanity **PHONE:** _____ **EMAIL:** _____

CONTRACTOR: _____ **PHONE:** _____ **EMAIL:** _____

ACCEPTANCE CHECKLIST AND ATTACHMENTS

x 1. Engineer's Final Certification

x 2. FDEP Clearance Letter on Water, Sewer and Reclaim Mains

x 3. Copies of Required Tests – Pressure tests, bactis, sewer televising, locate wire testing, compaction reports, etc.

N/A 4. SJRWMD Certification of Completion of Construction

N/A 5. Pump Station "Start-Up" - A copy of pump station start-up report with the name of Pump (ex: Myers), control panel (ex: Unitron) and pump site address.

x 6. Record of Final Inspection - Final inspection record should indicate attendees and deficiencies noted. Include Engineer/Inspector's Certification that all punch-list items have been satisfied.

x 7. Owner's Affidavit - The original affidavit should be completed by the owner or developer. The affidavit should address the City of Atlantic Beach.

x 8. Approved As-Built Drawing Letter - Approval letter received for infrastructure improvements and landscaping to be accepted by maintenance prior to issuance of final acceptance letter.

x 9. Schedule of Values – Schedule of values for infrastructure to be accepted by the City.

x 10. Bill of Sale for water and/or sewer improvements - This is required whereby all materials and appurtenances in the system(s) legally become the property of the City of Atlantic Beach.

x 11. Deed of Dedication and/or Easements or Recorded Plat - Recorded plat depicting easements, or the original executed Grant of Easement or Deed of Dedication document signed and sealed, and opinion of title letter declaring the ownership of the lands being dedicated.

x 12. Maintenance Bond - 1-year term (Sec. 24-233)

N/A 13. System Development Charges – Documentation that SDC's have been paid in full

Please submit all applicable documents for final infrastructure acceptance.

O:\Public Utilities\Utilities\Projects\Infrastructure Acceptance Docs

ts

ENGINEER'S FINAL CERTIFICATION

Date: 1/21/2026

Project Name: Coastal Haven

As required by the City of Atlantic Beach, this is to inform you that based on upon site observation; the work appears to be completed and to the best of our knowledge substantially conforms to the City of Atlantic Beach Approved Plans for the above referenced project.

Engineer is certifying the following system:

Potable Water System	☑
Reclaimed Water System	☐
Sewer System	☑
Lift Station	☐
Other	☐

Charles E. Kennedy, P.E.	Kennedy Civil Services, Inc.
Engineer's Name (Print)	Company
Charles E. Kennedy, P.E.	3731 Eagle Ridge Blvd
Engineer's Signature	*Address*
chuck@kennedycivilservices.com	Jacksonville, FL 32224
Email Address & Phone Number	*City, State, Zip Code*
904-233-9065	

CHARLES E. KENNEDY LICENSE No. 81717 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY CHARLES E. KENNEDY, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.

KENNEDY CIVIL SERVICES, INC. / 3731 EAGLE RDIGE DR / JACKSONVILLE, FL 32224
CA NO 34764 / CHARLES E. KENNEDY, P.E. 81717

FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

January 21, 2026

Mr. Steven Gilbert, President
Beaches Habitat for Humanity, Inc
797 Mayport Road
Atlantic Beach, Florida 32233
sgilbert@beacheshabitat.org

Duval County – Wastewater Permitting
Mayport Road Townhomes
Permit No. 0011650-770-DWC, Issued on: April 23, 2024
Log # 4711
Address: 2150, 2120, 2124, 2148, and 2114 Mayport Road (RE# 169409-0000, 169409-0010, 169409-0020, 169409-0050, 169409-0070, 169453-0010, and 169453-0020)
Final Clearance

Dear Mr. Gilbert:

This acknowledges receipt of form 62-604.300(3)(b), *Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System,* on January 14, 2026 for the above referenced permit.

Based on the submitted certification, we are clearing this project for service. This is a Final clearance for this permit.

If you have any questions concerning this letter, please contact me at (904) 255-7164 or by email at jemery@coj.net. Your continued cooperation in our wastewater program is appreciated.

Sincerely,

Joseph C. Emery

Joseph Emery, P.E.
Environmental Quality Division, COJ

c:
Chuck Kennedy, P.E., Chuck@kennedycivilservices.com
Sarah, sarah@beacheshabitat.org
Troy Stephens, tstephens@coab.us
DEP: Dung Vo, P.E., Stephen Spence, Lydia Joyner

Chuck Kennedy

From: no-reply@dep.state.fl.us
Sent: Tuesday, September 23, 2025 7:50 AM
To: Chuck Kennedy
Cc: DEP_NED@FloridaDEP.gov; Stephen.Spence@FloridaDEP.gov; sgilbert@beacheshabitat.org; tstephens@coab.us; Chuck Kennedy
Subject: DEP PW Clearance Issued (0131776-064-DSGP - MAYPORT RD TOWNHOMES)

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

PW Clearance Electronic Submission

Potable Water TOTAL Clearance

09/23/2025

Dear Charles Kennedy,

Clearance Type: TOTAL
Construction Permit Number: 0131776-064-DSGP
Supplier PWS ID: 2160200
Project Name: MAYPORT RD TOWNHOMES
Permittee: BEACHES HABITAT FOR HUMANITY, INC
PWS Supplier: ATLANTIC BEACH WATER SYSTEM
PWS Owner: ATLANTIC BEACH WATER SYSTEM
Deviations (when applicable): none

This letter acknowledges receipt of the clearance request form and supporting information, dated 09/23/2025. The submitted information demonstrates the system extension has been constructed in accordance with the FDEP Permit Number above and related plans and materials and that satisfactory pressure and bacteriological tests were conducted in accordance with the AWWA standards. Based on the certification and satisfactory bacteriological results, the Department is clearing the system for service.

Hi Chuck, everything here looks great. I appreciate all the attention to details and capturing all the required signatures on the app. Highest quality. With that, I'm happy to approve this Total COC for connection and service. With warm regards, Steve

Enclosures:
All Supporting documentation provided by the applicant can be found here:
https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/2160200/facility!search

This link will not be available immediately. These documents will be available no later than 3 days from the date of issuance of this letter.

Attachments:
Community Public Drinking Water Systems

If you have any questions or comments regarding this TOTAL clearance, please contact Stephen Spence via e-mail at Stephen.Spence@FloridaDEP.gov for further information.

Sincerely,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



CITY OF ATLANTIC BEACH
UTILITIES DEPARTMENT
902 ASSISI LANE
JACKSONVILLE, FLORIDA 32233
TELEPHONE: (904) 247-5886
www.coab.us

March 3, 2026

Mr. Steven Gilbert

RE: Coastal Haven Project

Utilities Inspection Clearance

Mr. Gilbert:

This letter is to confirm that the City of Atlantic Beach Public Utilities Infrastructure inspection checklist has been completed satisfactorily.

Should you have additional questions, feel free to call Troy Stephens, Utilities Director, at (904) 247-5875, or email Troy at tstephens@coab.us.

Sincerely,

Troy Stephens

Troy Stephens

Public Utilities Director

CC: Chris Walker, Distribution/Collections Operations Director cwalker@coab.us

Emanuel Brown, Inspector/Cross Connection Control Supervisor ebrown@coab.us

OWNERS AFFIDAVIT OF CONSTRUCTION COMPLETION

I, Steven Gilbert (Owner (Print Name)) the legal owner of See attached (Property Address/ Parcel ID#)

known as Coastal Haven (Project Name/Number) located in Jacksonville (County), Florida, certify that

the work under the above named project including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding, that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled and no public liability claims are pending.

Affidavit is made for the purpose of inducing the City of Atlantic Beach to accept said construction for ownership/maintenance.

Steven L. Gilbert
Owner (Print Name)

Owner's Signature

797 Mayport Rd
Mail Address

09/17/2025
Date

Atlantic Beach, FL 32233
City State Zip

State of Florida County of Duval

The foregoing instrument was acknowledged before me this 17th day of September 20 25 by Steven Gilbert who is personally known to me and he did not take an oath.

Joyce Marie Freeman
Notary Public, Signature

Joyce Marie Freeman
Notary Public (Print Name)

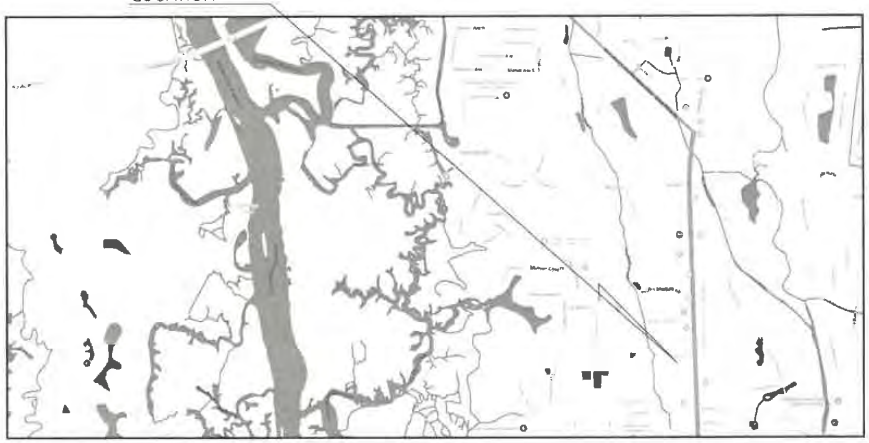
Notary Public, Seal

JOYCE MARIE FREEMAN
Notary Public - State of Florida
Commission # HH 640106
My Comm. Expires Jun 10, 2029
Bonded through National Notary Assn.

UTILITY AS BUILT
COASTAL HAVEN
DUVAL COUNTY, FLORIDA

CITY DEVELOPMENT NO: 10740.000

PROJECT LOCATION



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX:

1.....COVER
2.....WATER AS BUILT
3.....SEWER AS BUILT

LEGEND:

AB.....AS BUILT
BOP.....BOTTOM OF POND
CL.....CENTERLINE OF PAVEMENT
DR.....DIMENSION RATIO
EI.....EASTING
EL.....ELEVATION
EP.....EDGE OF PAVEMENT
HCR.....HANDICAP RAMP
HDPE.....HIGH DENSITY POLYETHYLENE
INV.....INVERT
JEA-E.....JACKSONVILLE ELECTRIC AUTHORITY EASEMENT
LF.....LINEAR FEET
LAT.....LATITUDE
LON.....LONGITUDE
M.J.....MECHANICALLY JOINED
N.....NORTHING
NAVD-88.....NORTH AMERICAN VERTICAL DATUM OF 1988
ORB.....OFFICIAL RECORDS BOOK
P.B.....PLAT BOOK
PVC.....POLY-VINYL CHLORIDE
RCP.....REINFORCED CONCRETE PIPE
RE ID.....REAL ESTATE IDENTIFICATION
SDR.....STANDARD DIMENSION RATIO
SWMF.....STORM WATER MANAGEMENT FACILITY
TC.....TOP OF CURB
TOB.....TOP OF BANK
T.O.P.....TOP OF PIPE
UDE.....UNOBSTRUCTED DRAINAGE EASEMENT
UDAE.....UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT
-----SD-----.....STORM SEWER PIPE
-----S-----.....SANITARY SEWER PIPE
-----P-----.....POTABLE WATER MAIN
-----R-----.....NON-POTABLE (REUSE) WATER MAIN
-----F-----.....FIRE MAIN
-----U-----.....UNDER DRAIN

DESCRIPTION:

AS-BUILT SURVEY OF COASTAL HAVEN WATER AND SEWER FACILITIES.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND DO NOT CONSTRUE OWNERSHIP.
2. ELEVATIONS SHOWN HEREON ARE BASED ON PROVIDED PLANS BY KENNEDY CIVIL SERVICES. ELEVATIONS ARE REFERENCED BENCHMARK A MAGNETIC NAIL IN CONCRETE, ELEVATION OF 15.34 (NAVD 1988) AS SHOWN ON SHEET 3A.
3. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON APPROVED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
4. MEASUREMENT METHODS USED FOR THIS SURVEY MEET STANDARDS OF PRACTICE FOR LAND SURVEYING AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5 J-17.050-.052 REQUIREMENTS.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. FEATURES SHOWN BY SYMBOL AS INDICATED IN LEGEND ARE NOT TO SCALE.
7. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
9. THE ELECTRONIC IMAGE OF THIS MAP CONTAINS HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN RELATIVE TO STATE PLANE COORDINATE ZONE FLORIDA EAST (NAD83/2011), AS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

CONTRACTOR:

ROBINSON AND JACOBS GRADING, INC.

102 MIDNIGHT LANE

SAN MATEO, FL 32187

386-530-9269

AS BUILT

INFORMATION PROVIDED BY:
ROBINSON AND JACOBS GRADING, INC.
102 MIDNIGHT LANE
SAN MATEO, FL 32187
PHONE: 386-530-9269
FAX: ----

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

____	Pavement (Limerock)	_X_	Water Main
____	Curb & Gutter	_X_	Force Main
____	Storm & Drainage System	_X_	Sanitary Gravity System
____	Underdrain	_X_	Lift Station
____	Stormwater Management Facility	____	Reuse Main

ARE IN ACCORDANCE WITH THE APPROVED PLANS, STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE APPROVED BY THE REGULATORY AGENCY.

Contractor's Signature

CVC054655
Contractor's State Licensee Number

AS BUILT

INFORMATION PROVIDED BY:
SURVEY AND MAPPING, LLC
A WHOLLY OWNED SUBSIDIARY OF SURVEYING & MAPPING, LLC
CERTIFICATE OF AUTHORIZATION No. LB 7768
2428 DUNLAW AVENUE
JACKSONVILLE, FLORIDA 32207
(904) 398-0911
(904) 398-9771 FAX
www.SAM.biz

I HEREBY CERTIFY THAT THE

____	Pavement	_X_	Water Main
____	Curb & Gutter	_X_	Force Main
____	Storm & Drainage System	_X_	Sanitary Gravity System
____	Underdrain	_X_	Lift Station
____	Stormwater Management Facility	____	Reuse Main

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND MEET THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD SURVEY: 06/20/2025

SIGNATURE

NAME: JAMES S. THOMAS

FLORIDA REG. LAND SURVEYOR NO. 6507

PLANS PREPARED FOR:
ROBINSON AND JACOBS GRADING, INC.
ATLANTIC BEACH UTILITIES
KENNEDY CIVIL SERVICES

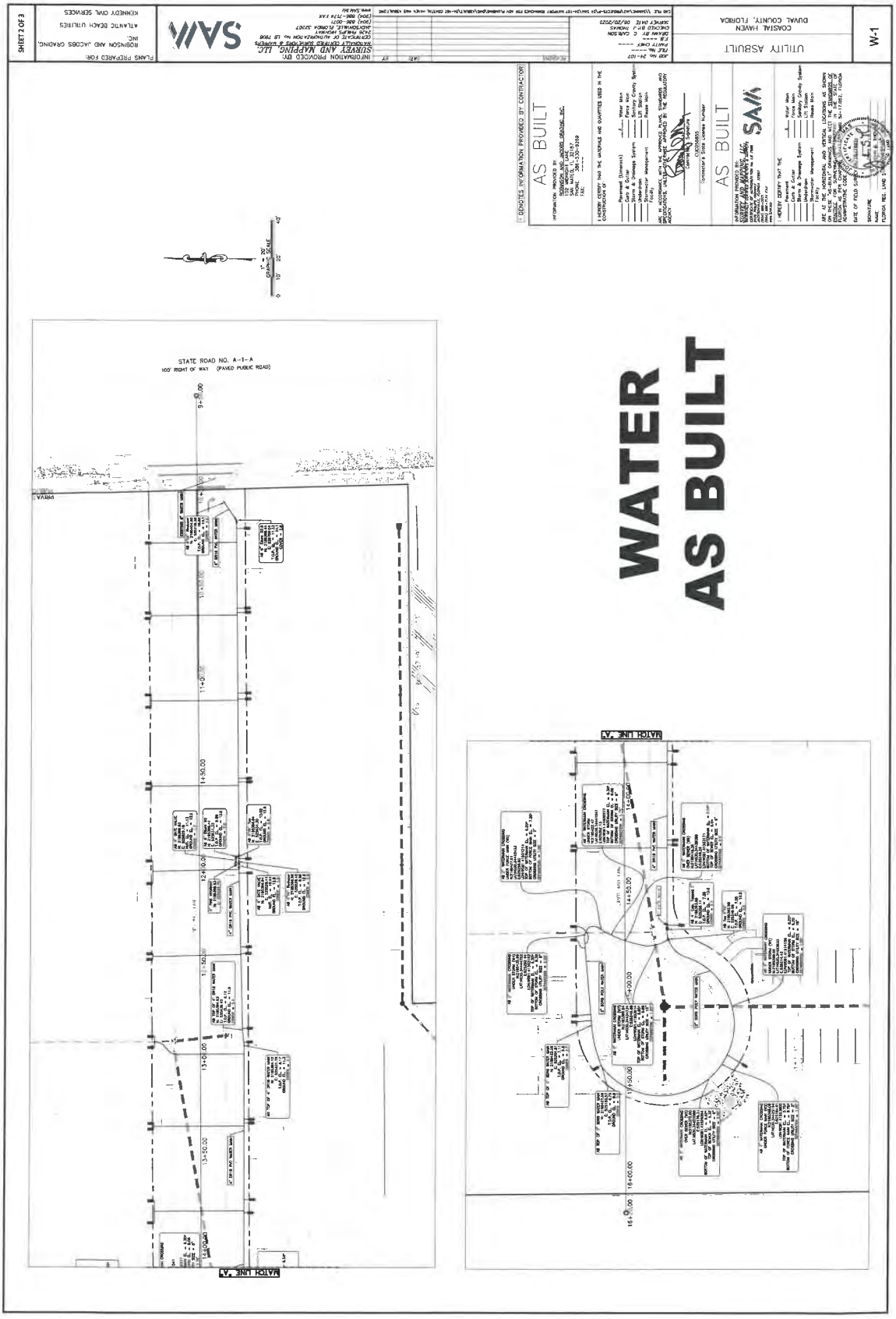
INFORMATION PROVIDED BY:
SURVEY AND MAPPING, LLC
A WHOLLY OWNED SUBSIDIARY OF SURVEYING & MAPPING, LLC
CERTIFICATE OF AUTHORIZATION No. LB 7768
2428 DUNLAW AVENUE
JACKSONVILLE, FLORIDA 32207
(904) 398-0911
(904) 398-9771 FAX
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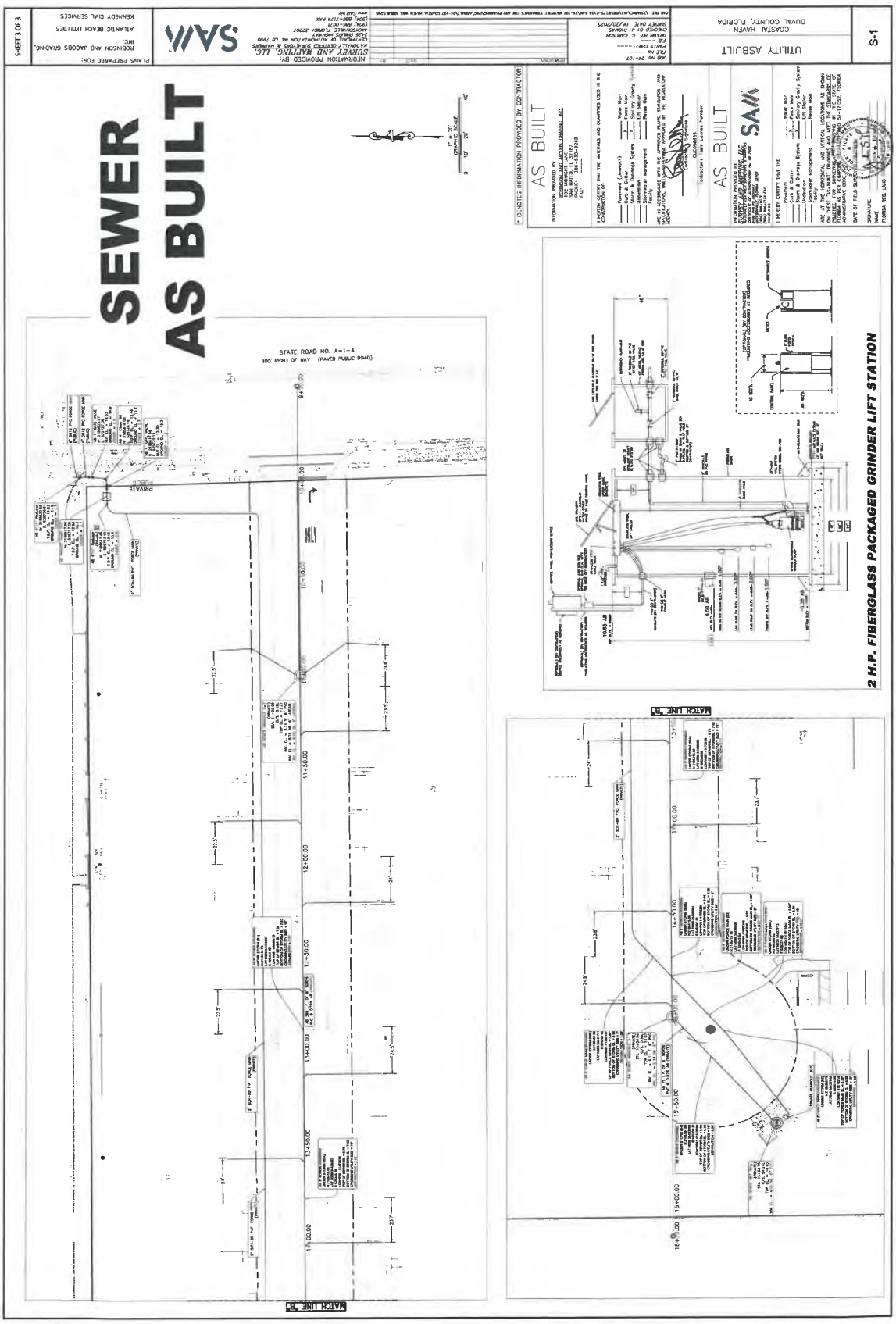
SAM

SHEET 1 OF 3

FIELD BOOK No. 24-130
FILE No. 24-130
FIELD CHIEF ----
DRAWN BY: J. SANDLIN
CHECKED BY: J. SANDLIN
SURVEY DATE: 06/20/2025

UTILITY ASBUILT
COASTAL HAVEN
DUVAL COUNTY, FLORIDA


WATER
AS BUILT
AS BUILT
STATE ROAD NO. A-1-A
100' RIGHT OF WAY (PAVED PUBLIC ROAD)
WATER LINE "A"
WATER LINE "A"
UTILITY ASBUILT
COASTAL HAVEN
DUVAL COUNTY, FLORIDA
W-1
SHEET 2 OF 3


SEWER
AS BUILT
UTILITY ASBUILT
COASTAL HAVEN
DUVAL COUNTY, FLORIDA
S-1
SHEET 3 OF 3
AS BUILT
STATE ROAD NO. A-1-A
100' RIGHT OF WAY (PAVED PUBLIC ROAD)
MATCH LINE "B"
2 H.P. FIBERGLASS PACKAGED GRINDER LIFT STATION

Doc # 2026043001, OR BK 21801 Page 2161,
Number Pages: 6
Recorded 02/25/2026 11:15 AM.
JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $52.50

This instrument was prepared by:
Ralph Colton
4721 E Marsh Hammock Dr.
Jacksonville, FL 32224

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") executed and given this 13rd day of February, 2026, by **BEACHES HABITAT FOR HUMANITY, Inc., a Florida corporation**, whose mailing address is 797 Mayport Road, Jacksonville, FL 32233 (hereinafter referred to as the "GRANTOR"), and the **CITY OF ATLANTIC BEACH**, a Florida municipal corporation, whose business address is 800 Seminole Road, Atlantic Beach, Florida 32233-5444 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Jacksonville, Duval County, Florida, more particularly described as follows (the "Property"):

See Exhibit "A" attached

WHEREAS, Grantor desires to grant and convey unto Grantee, Grantee's customers, agents, employees, guests, assigns, and contractors, a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of potable water line pipes, mains, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances associated with the potable water system (hereinafter referred to as the "Water Utilities").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, Grantor and Grantee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Utility Easement by this reference.

2. Grant of Easement by Grantor. Grantor creates, grants, conveys, and declares to exist a non-exclusive easement to, over, under, upon, across, and through the Easement Area for the purpose of construction, installation, operation, maintenance, and repair of the Water Utilities (hereinafter the "Utility Easement").

3. Incidental Rights. The Easement created and granted herein includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement

Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Water Utilities located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated in this Utility Easement.

8. Protections. The following provisions are agreed upon for the general protection of the parties:

   (a) **Obstructions.** Grantee shall not erect or permit the erection or maintenance of any obstructions within the Easement that would block, limit or otherwise interfere with use or Maintenance of the Easement.

   (b) **Liens**. If any lien is placed on the Easement as the result of Grantee's construction, Maintenance of the Easement, or otherwise, then Grantee shall promptly pay the lien amount due thereunder or take the appropriate action to have the lien removed.

If Grantee defaults in its obligation to remedy (a) an obstruction or (b) a lien of record, then Grantor, at its election, may (i) remedy any such violation in which event Grantor shall be entitled to be reimbursed by Grantee, including interest thereon at the highest rate allowed under the law plus all costs of collection including, but not limited to, reasonable attorneys' fees and costs (whether incurred in negotiations, at trial, upon appeal or during administrative or agency proceedings) and/or (ii) sue Grantee for specific performance, damages and/or any other right or remedy afforded under the law or at equity.

(c) Limited Liability of Parties. Grantee agrees to hold harmless and indemnify the Grantor against any and all future claims, damages, losses, costs and expenses (including reasonable attorneys', legal assistant and paralegal fees and costs, whether incurred during negotiations, at trial, upon appeal or during agency and/or administrative proceedings) incurred because of or relating to any property damage caused by Grantee's agents, licensees, invitees or guests.

9. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision of this Utility Easement, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

10. Governing Law. The Utility Easement shall be governed by and construed in accordance with the laws of the State of Florida.

11. Recordation. The original of this Utility Easement shall be recorded in the Public Records of Duval County, Florida, at the expense of the Grantee.

12. Binding Covenant. The covenant and rights set forth in this Utility Easement shall run with the title to the Property and the lands described in **Exhibit "A"** and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties of this Utility Easement.

13. Amendment. The terms, conditions, obligations, responsibilities, conveyance and provisions of this Utility Easement cannot be amended, altered, or modified in any fashion unless such amendment, alteration, or modification is in writing and executed with the same formality as this Utility Easement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in a manner and form sufficient to bind them as of the date and year first written above.

Signed, sealed and delivered in the presence of:

797 Mayport Road
Atlantic Beach, FL
32233

Barbara Wohlgemuth

Printed Name: Barbara Wohlgemuth

797 Mayport Road
Atlantic Beach, FL
32233

Lauren Edwards

Printed Name: Lauren Edwards

GRANTOR:

BEACHES HABITAT FOR HUMANITY, INC.

Sarah Jared

By:
Its Chief Operating Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 5th day of February, 2026, by Sarah Jared who is [✓] personally known to me or [ ] has produced _____ as identification.

JOYCE MARIE FREEMAN
Notary Public - State of Florida
Commission # HH 640106
My Comm. Expires Jun 10, 2029
Bonded through National Notary Assn.

Joyce Marie Freeman

NOTARY PUBLIC – State of Florida
My commission expires: JUNE 10, 2029

GRANTEE:

CITY OF ATLANTIC BEACH
a Florida municipal corporation

By: Kevin Hogencamp
Name: Kevin Hogencamp
Title: City Manager

Attest:

By: Donna S Bartle
Donna Bartle, as City Clerk

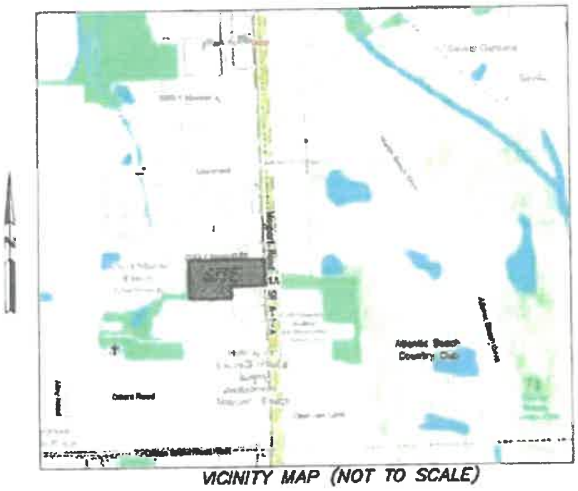
Exhibit "A"

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

ALL OF SANDY WALK LANE, TOGETHER WITH A PORTION OF LOTS 25 THROUGH 44, INCLUSIVE, AND A PORTION OF TRACT "D", ALL AS SHOWN ON THE PLAT OF COASTAL HAVEN, AS RECORDED IN PLAT BOOK 84, PAGES 78 AND 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULALRLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "C" AS SHOWN ON SAID PLAT OF COASTAL HAVEN, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SANDY WALK LANE, BEING A 50 FOOT WIDE PRIVATE RIGHT OF WAY AT THIS POINT; THENCE SOUTH 89°45'42" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 20.00 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID PLAT; THENCE SOUTH 01°26'27" EAST ALONG THE EAST LINE OF SAID LOT, 3.00 FEET; THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG A LINE BEING 3.00 FEET SOUTH OF AND PARALLEL WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE: COURSE NO. 1: SOUTH 89°45'42" WEST, 435.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; COURSE NO. 2: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET AND A CENTRAL ANGLE OF 64°37'23", 24.81 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°26'56" WEST, 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY; COURSE NO. 3: WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 104°21'57", 87.43 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°19'13" WEST, 75.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT "A" OF SAID PLAT; THENCE NORTH 51°31'40" EAST ALONG SAID SOUTHEASTERLY LINE, 3.07 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE AND ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID SANDY WALK LANE, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 141°18'43", 110.99 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°20'39" EAST, 84.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°45'37" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE, 517.45 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF MAYPORT ROAD (STATE ROAD NO. A-1-A), BEING A 100 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 01°26'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 50.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 32,150 SQUARE FEET AND/OR 0.738 ACRES, MORE OR LESS.



VICINITY MAP (NOT TO SCALE)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

SHEET 1 OF 2

NOTES

1. Bearings are based on the RECORD PLAT.
2. This is a SKETCH AND LEGAL DESCRIPTION
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- X—X DENOTES FENCE
- ○ DENOTES 1/2" IRON PIPE SET WITH CAP, L.B. 6299
- ● DENOTES IRON PIPE FOUND (NOTED)

DATE	2-5-26
SCALE	1"=60'
JOB No.	24-14519
F.B.	—
page	—
Comp. File	—
Drawn by	WJM

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	P.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP.	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	(R)	Radius equals
D.B.	Deed Book	Arc	Arc Length equals
Pg.	page	Ch.Br.	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

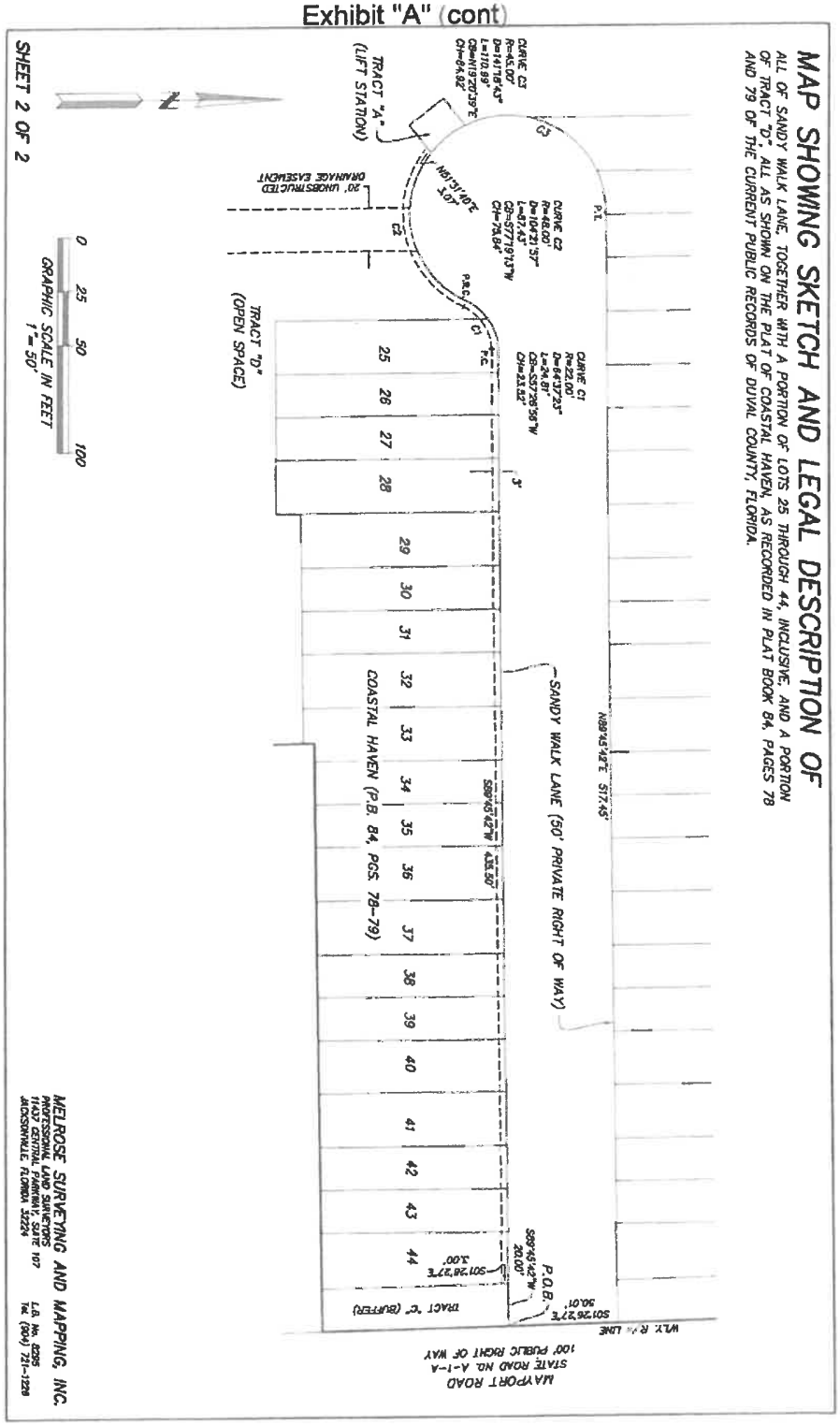
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
C.A. No. 8195
TEL (904) 721-1226

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, (formerly Rule 61G17-6) FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STATE OF FLORIDA
REGISTERED LAND SURVEYOR
6843

BY: WILLIAM J. MELROSE, FLORIDA REGISTERED LAND SURVEYOR, NO. 6843

Exhibit "A" (cont)



Developer Contribution - Schedule of Values Water / Reclaim and Sewer

8/21/2025

PROJECT NAME Coastal Haven
DEVELOPER/OWNER Beaches Habitat For Humanity
DEDICATION TO City of Atlantic Beach
CONTRACTOR Robinson & Jacobs Grading, Inc

	Size	Type	Quantity Foot /Each	Unit Cost	Grand Total
WATER MAINS 831.4	6"	DR 18	195	$ 33	$ 6,435.00
	4"	DR 18	274	$ 25	$ 6,850.00
	2"	SDR - 9	260	$ 14	$ 3,640.00
					$ -
WATER VALVES 831.4	6"	Gate Valve	1	$ 1,950	$ 1,950.00
	4"	Gate Valve	2	$ 1,490	$ 2,980.00
WATER HYDRANTS 835.4	1	Fire Hydrant	1	$ 3,150	$ 3,150.00
					$ -
WATER SERVICES 833.4	1"	Single	3	$ 500	$ 1,500.00
	1"	Short Double	11	$ 655	$ 7,205.00
	1"	Long Double	10	$ 801	$ 8,010.00
RECLAIM MAINS 875.6					
RECLAIM VALVES 875.6					
RECLAIM HYDRANTS 875.6					
RECLAIM SERVICES 866.6					
SERWER MAIN/GRAVITY 861.2					
SEWER MAIN/FORCE 860.2	4" FM	DR 18	10	$ 26	$ 260.00
	8" FM	DR 18	4	$ 38	$ 152.00
	4"	Gate Valve	1	$ 1,490	$ 1,490.00
SEWER MANHOLES 861.2					
SEWER SERVICES 863.2					
PUMP STATION 871.3	**Site Address/Dimensions:**				
	Land				
	Easement Rights				
	Improvement				
	Fence				
	Pumps				
	Wetwell/Vault				
	Electric Service				
	Pump Out Assembly				
	GRAND TOTAL				$ 43,622.00

Bill of Sale

Beaches Habitat for Humanity, Inc. 797 Mayport Rd. Atlantic Beach, FL 32233, the Seller, in
Owner Name and Address (Please Print)

consideration of the sum of One Dollar and other valuable consideration received from the City of Atlantic Beach, the Buyer, hereby, on the 15th day of September, A.D., 2025 sells to the Buyer the personal property described as:
Day Month Year

All water mains, water services between mains and water meters, meters, fire hydrants ~~and all sewer mains, manholes, and sewer services between mains~~ located within the right-of-ways of Coastal Haven.
Project Name

AND, warrants that the property is free of all encumbrances, that good title to and right to sell that property is vested in the Seller, and that the Seller will defend the title against the lawful claims of all persons.

WITNESS:

Witness Signature — Owner's Signature

Kimberly Chamberlain — Steven C. Gilbert
Print Witness Name — Print Owner's Name

STATE OF FLORIDA}
COUNTY OF DUVAL}

The foregoing instrument was acknowledged before me this 15th day of September, 2025 by Steve Gilbert who is personally known to me and he did not take an oath.
Month Year Owner

Joyce Marie Freeman
Notary Public, State of Florida

JOYCE MARIE FREEMAN
Notary Public - State of Florida
Commission # HH 640106
My Comm. Expires Jun 10, 2029
Bonded through National Notary Assn.

Doc # 2026048187, OR BK 21809 Page 2134, Number Pages: 4,
Recorded 03/03/2026 11:10 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $35.50

Prepared by and Return to:

William J. Melrose, PSM

Melrose Surveying and Mapping, Inc.

11437 Central Parkway, Suite 107

Jacksonville, FL 32224

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared William J. Melrose ("Affiant"), who, after first being duly sworn according to the law deposes and says:

1. That Affiant is a Professional Surveyor and Mapper, duly licensed under the laws of the State of Florida and is currently employed by Melrose Surveying and Mapping, Inc., whose business address is 11437 Central Parkway, Suite 107, Jacksonville, Florida 32224;
2. That at the time of execution hereof, Affiant's Florida Surveyor and Mapper license number LS5843 is current and active;
3. That prior to the execution of this Affidavit, Affiant prepared the plat for Coastal Haven (the "Plat"), said plat being duly recorded in Plat Book 84, pages 78 and 79, in the public records of Duval County, Florida;
4. That subsequent to the recording of said Plat, Affiant discovered a scrivener's error as to the location of the JEA Equipment Easement (JEA-EE) encumbering Lot 1 of said Plat, shown on Exhibit "A" attached hereto;
5. That Affiant has attached hereto, Exhibit "B", which shows the planned location of said easement based on the approved construction plans;
6. That Affiant has attached hereto, Exhibit "C", which depicts the corrected location of said easement;
7. That Affiant hereby acknowledges that, to the best of his knowledge and belief, the statements contained herein are true, accurate and complete.

Dated this 3rd day of March, 2026.

William J. Melrose

Professional Surveyor and Mapper

Florida License No. LS 5843

Sworn to and subscribed before me this 03rd day of March, 2026, by William J. Melrose who has provided Florida Drivers License as identification.

Notary Public

Notary Public State of Florida
Datt Patel
My Commission HH 706240
Expires 8/4/2029

Commission Number: HH 706240

My Commission Expires: 8/4/2029

OR BK 21809 PAGE 2135

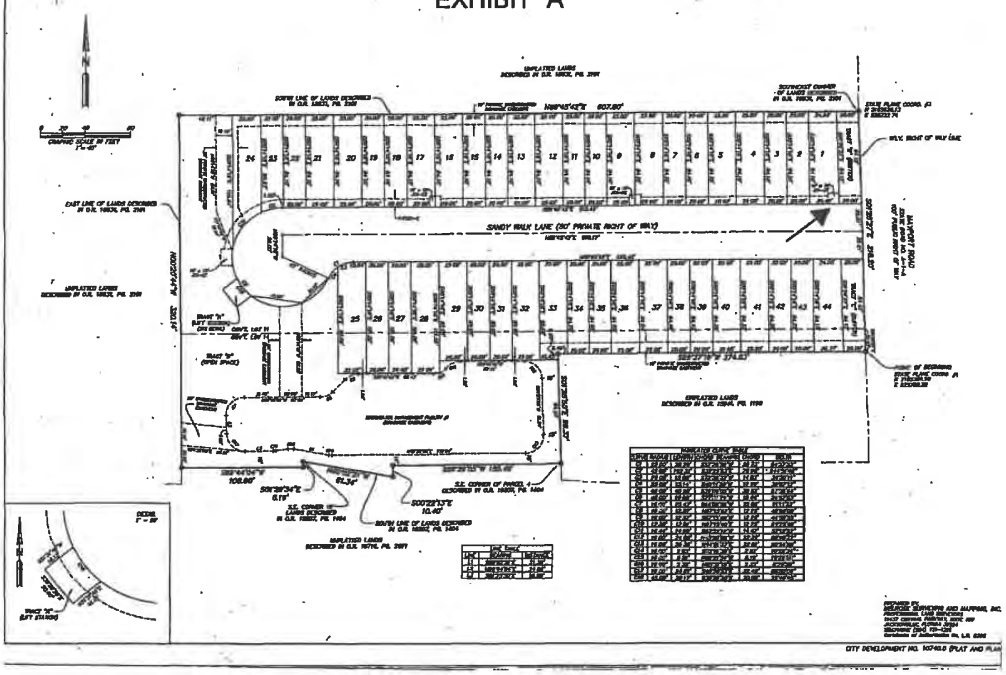
PLAT BK 84 PAGE 79

COASTAL HAVEN

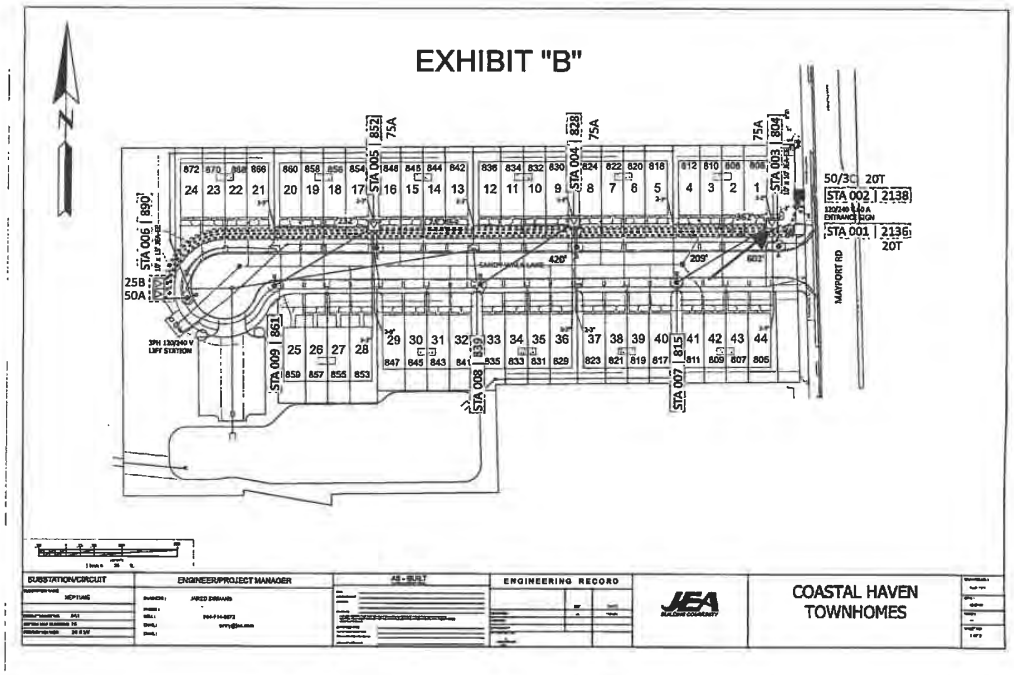
PLAT BOOK 84 PAGE 79

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR GENERAL NOTES AND LEGEND)

EXHIBIT "A"



OR BK 21809 PAGE 2136

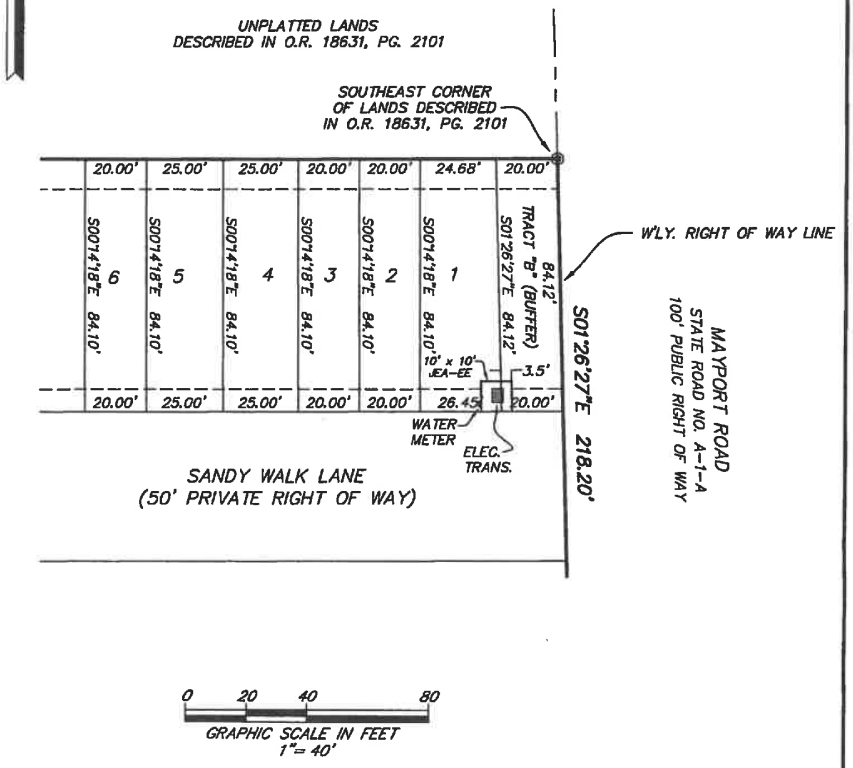


OR BK 21809 PAGE 2137

MAP SHOWING SKETCH OF

A PORTION OFTHE PLAT OF COASTAL HAVEN, AS RECORDED IN PLAT BOOK 84, PAGES 78 AND 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

EXHIBIT "C"



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES

1. Bearings are based on the RECORD PLAT.
2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY).
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any flability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- DENOTES CONCRETE MONUMENT
- x—x DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, L.B. 8295
- DENOTES IRON PIPE FOUND (NOTED)

DATE	3-3-26
SCALE	1"=50'
JOB No.	24-14519
F.B.	–
page	–
Comp. File	–
Drawn by	WJM

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP.	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Length equals
Pg.	page	CH.=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
L.B. No. 8295
Tel. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 52-17, (formerly CHAPTER 61G17-6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: _____
WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 5843

MAINTENANCE BOND

Bond No. 101508041

KNOW ALL MEN BY THESE PRESENTS that we, **Whitestone Development Group LLC dba Advantage Plumbing** hereinafter referred to as "Principal" and **Merchants National Bonding, Inc.** hereinafter referred to as "Surety", are held and firmly bound unto **City of Atlantic Beach, Florida,** hereinafter referred to as the "Obligee", in the sum of **Forty-three Thousand Six Hundred Twenty-two And No/100 ($43,622.00)** Dollars, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is required to guarantee the **Water/Reclaim and Sewer in connection with Coastal Haven** against defects in materials or workmanship which may develop during a period of **1** Year from **September 30, 2025** to **September 30, 2026**.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good, at its own expense, any and all defects in materials or workmanship, in said work, which may develop during the period, or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

SIGNED SEALED AND DATED this **30th** day of **September, 2025**

Whitestone Development Group LLC
dba Advantage Plumbing

(Principal) (Seal)

By: Christina F. Clark
CHRISTINA F. CLARK

Merchants National Bonding, Inc.

(Surety) (Seal)

By: Jennifer L. Hindley
Jennifer L. Hindley
Attorney in Fact & Florida
Licensed Resident Agent
Inquiries: (407) 834-0022

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allyson Foss Wing; Amanda Jo Herstine; April L Lively; Bryce R Guignard; Christine Morton; David R Turcios; Deborah A DeFoe; Jennifer L Hindley; Kelly Phelan; M Gary Francis; Margie L Morris; Wesley Matthew Adcock

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025 .

MERCHANTS BONDING COMPANY (INCORPORATED) -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September , 2025 .

MERCHANTS BONDING COMPANY (INCORPORATED) -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-43 heritage tree designation 1440 East Coast Dr

SUBMITTED BY: Chris Delk, City Arborist

TODAY'S DATE: March 4, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The property owner of 1440 East Coast Dr. has nominated a Live Oak on private property at 1440 East Coast Dr. as heritage Tree.

On February 25th, the Environmental Stewardship Committee (ESC) recommended the nomination of live oak tree to be designated as a heritage tree.

Resolution 26-43 designates this live oak in the yard at 1440 East Coast Dr. as a heritage tree. The live oak is and is estimated to be 168 years old.

According to City Code Section 23-41 (a), "The City Commission may by resolution designate individual heritage trees." Although a Heritage Tree designation does not prevent a tree from ever being removed, it makes it more difficult and costly to remove. Per the Tree Protection Code, heritage trees must be mitigated at a higher rate than any other protected trees in the City. On private property, heritage trees are voluntarily nominated by the property owner. According to the Tree Protection Code, the City Commission may by resolution designate individual heritage trees on private or public property. Heritage Trees are defined as "any tree determined by the City Commission to be of unique or intrinsic value due to its age, size, species and/or cultural, ecological or historical significance or some other contribution to the city's character, specifically including all cypress, live oak, and magnolia trees with a diameter 30 inches or greater.

BUDGET: Less than $200 on a marker identifying the heritage tree

RECOMMENDATION: Adopt Resolution No. 26-43

ATTACHMENT(S): Resolution No. 26-43

REVIEWED BY CITY MANAGER: Kevin Hogan

RESOLUTION NO. 26-43

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A FOURTY TWO INCH DIAMETER LIVE OAK TREE AT 1440 EAST COAST DR. AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Atlantic Beach's tree canopy beautifies our community and improves the lives of our citizens and visitors by bringing nature to our urban environment and preserving environmental sanctuaries for connection with the natural world; and

WHEREAS, the City Commission of the City of Atlantic Beach desires to be a good steward of the tree canopy, particularly specimens of physical and historical significance; and

WHEREAS, the City Commission has the ability to designate individual trees as Heritage Trees according Section 23-41 (a) of the Atlantic Beach Code of Ordinances; and

WHEREAS, the Heritage Tree designation is voluntary and increases the mitigation ratio if the tree is ever removed; and

WHEREAS, the Live Oak tree located in the side yard is 133" combined trunk inches in diameter is nominated by the property owner; and

WHEREAS, the nominated tree Live Oak tree has a 417-inch combined circumference; is approximately 129 years old; and holds intrinsic value due to its age and size.

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

SECTION 1. hereby designates a 133 combined-inch-diameter Live Oak and at 1440 East coast Dr. as private Heritage Trees.

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

PASSED AND ADOPTED by the City of Atlantic Beach, on this 23rd day of March 2026.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 26-47 awarding RFP No. 26-02 Multi-Year Contract for Environmental Laboratory Services

SUBMITTED BY: Troy Stephens, Public Utilities Director

DATE: March 11, 2026

MEETING DATE: March 23, 2026

BACKGROUND: This contract is to provide laboratory testing for drinking water, wastewater, and stormwater as required by regulatory agencies and permits. (Water and wastewater process control testing and compliance testing that do not require Department of Health laboratory certification are conducted on-site by City staff.)

A request for proposals (RFP) was advertised, and three proposals were received on January 29, 2026, from Advanced Environmental Laboratories, Inc., Pace Analytical Services, and Eurofins Drinking Water and Wastewater Southeast, LLC. Staff reviewed the proposals and ranked the laboratories based on the following criteria:

- Past Record of Professional Services
- Firm's Professional Qualifications and Staffing
- Range of Services
- Staff Availability and Capability to Meet Deadlines
- Reporting
- Financial Responsibility and Insurance
- Proximity
- Cost

Advanced Environmental Laboratories, Inc. has an excellent past record and qualifications, along with local full-service capability, which led staff to rank them first.

BUDGET: Laboratory services are scheduled on an as-needed basis. Funds totaling $90,000 are budgeted in FY 2025-26 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

RECOMMENDATION: Adopt Resolution No. 26-47.

COMMUNITY OUTREACH: NA

ATTACHMENT: Resolution No. 26-47
Ranking sheet for RFP No. 26-02
Proposals are on file with the City Clerk's Office

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-47

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING RFP NO. 26-02 MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City advertised RFP No. 26-02 Multi-Year Contracts for Environmental Laboratory Services, and received three proposals on January 29, 2026; and

WHEREAS, this contract is to provide laboratory testing for drinking water, wastewater, and stormwater as required by regulatory agencies and permits; and

WHEREAS, staff evaluated the proposals and Advanced Environmental Laboratories, Inc. has an excellent past record and qualifications, along with local full-service capability; and

WHEREAS, staff recommends awarding a contract to Advanced Environmental Laboratories, Inc.; and

WHEREAS, funds totaling $90,000 are budgeted for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

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

SECTION 1. The City Commission hereby authorizes awarding RFP 26-02 to Advanced Environmental Laboratories, Inc.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Advanced Environmental Laboratories, Inc.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EVALUATION OF PROPOSALS FOR MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES
RFP 26-02

	Past Record of Professional Services	Firm's Professional Qualifications and Staffing	Range of Services	Staff Availability and Capability to Meet Deadlines	Reporting	Financial Responsibility and Insurance	Proximity	Cost	TOTAL SCORE	Rank
WEIGHT:	*[4]*	*[5]*	*[3]*	*[4]*	*[4]*	*[2]*	*[5]*	*[2]*		
Advanced Environmental Laboratories, Inc.	4.00 (Staff #1) 4.00 (Staff #2) 3.00 (Staff #3) 3.67 avg. score 14.67 weighted	5.00 (Staff #1) 5.00 (Staff #2) 3.00 (Staff #3) 4.33 avg. score 21.67 weighted	3.00 (Staff #1) 3.00 (Staff #2) 3.00 (Staff #3) 3.00 avg. score 9.00 weighted	4.00 (Staff #1) 4.00 (Staff #2) 3.00 (Staff #3) 3.67 avg. score 14.67 weighted	4.00 (Staff #1) 4.00 (Staff #2) 3.00 (Staff #3) 3.67 avg. score 14.67 weighted	1.00 (Staff #1) 2.00 (Staff #2) 3.00 (Staff #3) 2.00 avg. score 4.00 weighted	5.00 (Staff #1) 5.00 (Staff #2) 3.00 (Staff #3) 4.33 avg. score 21.67 weighted	1.00 (Staff #1) 1.00 (Staff #2) 2.00 (Staff #3) 1.33 avg. score 2.67 weighted	103.02	1.00
Eurofins Drinking Water and Wastewater Southeast, LLC	3.00 (Staff #1) 4.00 (Staff #2) 3.00 (Staff #3) 3.33 avg. score 13.33 weighted	5.00 (Staff #1) 5.00 (Staff #2) 3.00 (Staff #3) 4.33 avg. score 21.67 weighted	2.00 (Staff #1) 3.00 (Staff #2) 3.00 (Staff #3) 2.67 avg. score 7.80 weighted	2.00 (Staff #1) 3.00 (Staff #2) 2.00 (Staff #3) 2.33 avg. score 9.33 weighted	3.00 (Staff #1) 4.00 (Staff #2) 2.00 (Staff #3) 3.00 avg. score 12.00 weighted	2.00 (Staff #1) 2.00 (Staff #2) 3.00 (Staff #3) 2.33 avg. score 4.67 weighted	2.00 (Staff #1) 3.00 (Staff #2) 1.00 (Staff #3) 2.00 avg. score 10.00 weighted	2.00 (Staff #1) 1.00 (Staff #2) 3.00 (Staff #3) 2.00 avg. score 4.00 weighted	82.80	2.00
Pace Analytical	2.00 (Staff #1) 3.00 (Staff #2) 1.00 (Staff #3) 2.00 avg. score 8.00 weighted	5.00 (Staff #1) 5.00 (Staff #2) 3.00 (Staff #3) 4.33 avg. score 21.67 weighted	2.00 (Staff #1) 3.00 (Staff #2) 3.00 (Staff #3) 2.67 avg. score 7.80 weighted	3.00 (Staff #1) 3.00 (Staff #2) 1.00 (Staff #3) 2.33 avg. score 9.33 weighted	4.00 (Staff #1) 4.00 (Staff #2) 2.00 (Staff #3) 3.33 avg. score 13.33 weighted	2.00 (Staff #1) 2.00 (Staff #2) 3.00 (Staff #3) 2.33 avg. score 4.67 weighted	3.00 (Staff #1) 3.00 (Staff #2) 1.00 (Staff #3) 2.33 avg. score 11.67 weighted	1.00 (Staff #1) 1.00 (Staff #2) 1.00 (Staff #3) 1.00 avg. score 2.00 weighted	78.47	3.00

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 26-45 to Award Bid 2526-07 Sturdivant Avenue Sidewalk Improvements to Mclain Site Solutions

SUBMITTED BY: Adam Thornton, Public Work Director

TODAY'S DATE: March 4, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The purpose of this project is to select a Contractor to perform the Sturdivant Avenue Sidewalk Improvements Project. On February 11, 2026, eight bids were received and opened for Bid 2526-07 Sturdivant Avenue Sidewalk Improvements.

The bids ranged from $599,970.61 to $1,373,680, with Mclain Site Solutions being the lowest bidder.

BUDGET: The cost for the project will be funded from the $650,000 currently budgeted in the Public Works/Infrastructure Account 300-5002-541-6300, under project number PW2522.

RECOMMENDATION: Adopt Resolution 26-45.

ATTACHMENTS: Resolution 26-45
Bid 2526-07 Bid Tabulation

REVIEWED BY CITY MANAGER: Kevin Hagens

RESOLUTION NO. 26-45

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-07 STURDIVANT AVENUE SIDEWALK IMPROVEMENTS PROJECT TO MCLAIN SITE SOLUTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the purpose of this project is to select a Contractor to perform the Sturdivant Avenue Sidewalk Improvements Project; and

WHEREAS, on February 11, 2026, eight bids were received and opened for Bid 2526-07 Sturdivant Avenue Sidewalk Improvements; and

WHEREAS, the bids ranged from $599,970.61 to $1,373,680, with Mclain Site Solutions being the lowest bidder; and

WHEREAS, the cost for the project will be funded from the $650,000 currently budgeted in the Public Works/Infrastructure Account 300-5002-541-6300, under project number PW2522; and

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

SECTION 1. The City Commission hereby awards Bid 2526-07 Sturdivant Avenue Sidewalk Improvements to Mclain Site Solutions;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Mclain Site Solutions and approve a Purchase Order to said vendor in the amount of $599,970.61;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Sturdivant Avenue Sidewalk Improvements

February 11, 2026

BID 2526-07 **3:00 PM**

REQUIRED DOCUMENTS	DB Civil Construction	EltonAlan, Inc	Florida Infrastructure	GEC Trucking	Hager Construction	Jax Utilities	MAER Construction	Mclain Site Solutions
Submission in Duplicate - All Documents	X	X	X	X	X	X	X	X
Document Requirements Checklist	X	X	X	X	X	X	X	X
Bid Form	X	X	X	X	X	X	X	X
Bid Bond - 5% of Bid	X	X	X	X	X	X	X	X
Required Forms:								
*Business Tax Receipt	X	X	X	X	X	X	X	X
*Experience - 3 Years	X	X	Did not include dates	X	X	X	X	X
*Qualifications - General Contractor	X	X	X	X	X	X	X	X
*Financials - 2 years	Will provide if low bidder	X	X	X	X	X	X	X
*Insurance	X	X	X	X	X	Will provide if low bidder	X	X
*References - 3	X	X	X	X	X	X	X	X
*Agree to Base Bid Specifications	X	X	X	X	X	X	X	X
*Anti-kickback affidavit	X	X	X	X	X	X	X	X
*Bidder's Qualification Statement	X	X	X	X	X	X	X	X
*Certification Regarding Debarment, Suspension, and other Responsibility Matters	X	X	X	X	X	X	X	X
*Certification Regarding Lobbying	X	X	X	X	X	X	X	X
*Conflict Affidavit	X	X	X	X	X	X	X	X
*Contractor Certification and Addendum Acknowledgement	X	X	X	X	X	X	X	X
*Drug Free Workplace	X	X	X	X	X	X	X	X
*Equal Opportunity Statement	X	X	X	X	X	X	X	X
*E-Verify Form	X	X	X	X	X	X	X	X
*Exceptions to Solicitation	X	X	X	X	X	X	X	X
*New Vendor Information Form	X	X	NO	X	X	X	X	X
*Non-Collusion Certification	X	X	X	X	X	X	X	X
*Public Entity Crime Affidavit	X	X	X	X	X	X	X	X
*Public Records Provision Form	X	X	X	X	X	X	X	X
*Subcontractor Participation Schedule	X	X	X	X	X	X	X	X
*Vendor Certification Regarding Scrutinized Companies Lists	X	X	X	X	X	X	X	X
*W-9 Form	X	X	X	X	X	X	X	X
Base Bid Subtotal (Items 1 - 33)	**$1,248,800.00**	**$882,788.37**	**$936,009.00**	**$755,315.64**	**$1,193,077.44**	**$611,848.05**	**$811,234.80**	**$545,427.83**
Ten Percent (10%) Contingency of Base Bid	**$124,880.00**	**$88,278.84**	**$93,600.90**	**$75,531.56**	**$119,307.74**	**$61,184.81**	**$81,123.48**	**$54,542.78**
GRAND TOTAL (Subtotal + Contingency)	**$1,373,680.00**	**$971,067.21**	**$1,029,609.90**	**$830,847.20**	**$1,312,385.18**	**$673,032.86**	**$892,358.28**	**$599,970.61**

Jax Utilities Bid was incomplete, as they did not submit a cost for line items 1 and 2 of the bid form. The amount listed above is their written amount. The calculated total cost with contingency was $565,248.01

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

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-48 (Interlocal Agreement for Potable Water Fire Protection Service at 500 Atlantic Boulevard)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager, on behalf of the City Commission

TODAY'S DATE: March 18, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The developer of the property at 500 Atlantic Boulevard in Neptune Beach (the "Redevelopment Property") is planning a significant redevelopment project. Initial infrastructural reviews indicate that the City of Neptune Beach is currently unable to provide water service sufficient to meet fire flow test standards for the site.

To facilitate the project and ensure public safety, the City of Atlantic Beach is considering providing potable water service for fire protection purposes only. This agreement (EXHIBIT A) involves the construction of a "Fire Line Extension Project," which includes a connection to the City's existing 12-inch water main on Sherry Drive and an extension under Atlantic Boulevard.

KEY PROVISIONS OF THE AGREEMENT

- Cost Responsibility: The Developer is solely responsible for all costs related to design, permitting, and construction.
- Infrastructure Ownership: Upon completion, inspection, and the provision of a maintenance bond, Atlantic Beach will assume ownership and maintenance of the line up to the water meter at the property boundary.
- Usage Restrictions: Under no circumstances shall this connection be used for domestic or irrigation purposes without a separate utility service agreement and payment of applicable fees.
- Temporary Nature: The Developer must terminate service from Atlantic Beach and switch to Neptune Beach's system once Neptune Beach is capable of providing adequate fire flow.
- Indemnification: The Developer must defend and hold the City of Atlantic Beach harmless against all claims arising from the project.

BUDGET IMPACT

There is no direct cost to the City of Atlantic Beach. The Developer is responsible for all construction costs, and any future maintenance will be supported by a maintenance bond and monthly base rates paid by the Developer.

STAFF RECOMMENDATION

While this is a City Commission policy decision, staff does not object to the execution of this Interlocal Agreement to provide essential fire safety infrastructure while ensuring no financial burden is placed on the residents of Atlantic Beach.

PUBLIC OUTREACH

- Website
- eNewsletter
- News Release

ATTACHMENT

1. Resolution No. 26-48
2. Exhibit 1 (Interlocal Agreement)

REVIEWED BY CITY MANAGER: Kevin Kosencof

RESOLUTION NO. 26-48

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ATLANTIC BEACH AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH, THE CITY OF NEPTUNE BEACH, AND TBR NEPTUNE OWNER, LLC, FOR THE PROVISION OF POTABLE WATER FIRE PROTECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TBR Neptune Owner, LLC ("Developer") is redeveloping the property at 500 Atlantic Boulevard in Neptune Beach; and

WHEREAS, the City of Neptune Beach is currently unable to provide the necessary water flow required for fire protection standards for said redevelopment; and

WHEREAS, the City of Atlantic Beach has the capacity to provide such fire protection service via a connection to its existing utility system; and

WHEREAS, the Developer has agreed to bear all costs for the design, permitting, and construction of the Fire Line Extension Project and to indemnify the City of Atlantic Beach; and

WHEREAS, it is in the best interest of the City of Atlantic Beach to cooperate in providing essential public safety services through an Interlocal Agreement.

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

SECTION 1. The City Commission hereby authorizes the City Manager to execute the Interlocal Agreement between TBR Neptune Owner, LLC, the City of Neptune Beach, and the City of Atlantic Beach, which is attached hereto as Exhibit 1 and incorporated herein by reference.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Prepared by and Return to:
Richard W. Hawthorne, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, FL 32202

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made pursuant to Florida Statute 163 between and among **TBR NEPTUNE OWNER, LLC,** a Delaware limited liability company (the "Developer" or "Owner"), **THE CITY OF NEPTUNE BEACH,** a municipal corporation ("Neptune Beach"), and **THE CITY OF ATLANTIC BEACH**, a municipal corporation ("Atlantic Beach") this _____ day of _____ 2026, to evidence the following agreements and understandings:

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the certain real property located at 500 Atlantic Boulevard in the City of Neptune Beach, Florida (the "Redevelopment Property");

WHEREAS, the Developer is planning for redevelopment of the Redevelopment Property and intends, subject to obtaining all required permits and approvals, to redevelop the Redevelopment Property pursuant to a future development plan ("Redevelopment Project");

WHEREAS, the execution of this Agreement does not authorize development rights as to any party, vest utilities rights in any party other than as expressly provided in this Agreement, or in any other way operate as a guarantee of authorization as to the Redevelopment Project;

WHEREAS, Neptune Beach is and will be unable to provide water service sufficient to meet fire flow test standards for fire protection approval to the Redevelopment Property upon the completion of the redevelopment by the Developer;

WHEREAS, Atlantic Beach has agreed to provide fire protection water services to the Redevelopment Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Fire Line Extension Project.

(a) Atlantic Beach Tie-In. The parties agree that in the event the Developer desires to receive fire protection water services for its Redevelopment Project from Atlantic Beach, then the Developer, at the Developer's sole cost and expense, shall design, permit and construct: (i) a connection to the existing twelve (12") inch watermain located in the right of way of Sherry Drive and an extension of a watermain anticipated to be either 8" or 10" (subject to all applicable permitting) under the Atlantic Boulevard right of way, and (ii) the back flow preventer, valves and any meter shown on the plans (collectively, the "Fire Line Extension Project") which are

generally depicted on the plans attached hereto as Exhibit A (as the same may be modified with the prior written approval of Atlantic Beach).

(b) Water-Suppression System. By its design and implementation, the Fire Line Extension Project includes both a water main extension and a tie-in to Neptune Beach, with a connection to a dedicated fire-line serving the Redevelopment Property. As such, the Fire Line Extension Project will consist of a water line from Atlantic Beach under Atlantic Boulevard that will tie-in to Neptune Beach's existing water system and be valved-off so as to serve as an emergency water source for either city. Notwithstanding and for purposes of clarity, the portion of the Fire Line Extension Project that is considered the water-suppression / dedicated fire protection line is the part of the line that connects into the line with a valve and backflow. Accordingly, under no circumstances shall the Fire Line Extension Project, the fire-line or any portion of the Atlantic Beach water system connected thereto be used to provide domestic, irrigation, or any other potable or non-potable water service to the Redevelopment Property unless and until, at Atlantic Beach's sole discretion, the Developer: (i) enters into a separate utility service agreement with Atlantic Beach, and (ii) pays all applicable capacity fees, impact fees, meter charges, and monthly rates then in effect.

(c) Local Government Approvals and Easements. Atlantic Beach and Neptune Beach agree to grant the Developer such temporary easements, permits and approvals as are necessary and reasonably requested by Developer (to the extent such easements, permits or approvals are within each of their jurisdiction and control) for the purpose of allowing the Developer to conduct work under Atlantic Boulevard and complete the Fire Line Extension Project. Likewise, the Developer shall grant to Atlantic Beach and Neptune Beach and Neptune Beach agrees to grant to Atlantic Beach any easements necessary on the Redevelopment Property or right of way owned by Neptune Beach, as applicable, for accessing, maintaining and or repairing any of its utilities lines, systems and equipment. Permits requested pursuant to drawings consistent in scope and size of improvements with those shown on Exhibit A which are certified by a Florida licensed civil engineer shall be deemed to be reasonably requested, subject to Atlantic Beach's review for compliance with its utility standards and public safety requirements. Such easements and permits shall be in a recordable form satisfactory to Atlantic Beach and Neptune Beach (to the extent applicable in each case) shall be recorded by Developer at its expense in the official public records of Duval County prior to commencement of construction. The Developer specifically acknowledges and agrees that the permitting and approvals related to the Fire Line Extension Project (whether in its initial construction and implementation or subsequent maintenance and repair) will also require permits and approvals from other State agencies which have jurisdiction over this area of Atlantic Boulevard including but not limited to the Florida Department of Transportation ("FDOT") and the Florida Department of Environmental Protection ("FDEP"). Accordingly, Developer shall be solely responsible for the diligent pursuit of such permits and approvals at its sole cost and expense.

(d) Ownership and Maintenance. Developer shall be responsible for submitting all reasonable and customary documentation required by Atlantic Beach for acceptance of the Fire Line Extension Project. Developer will cause the construction warranty provided in the applicable construction contract to be assigned to Atlantic Beach or granted directly to Atlantic Beach as provided in this subsection (d). Pursuant to Atlantic Beach ordinance code, including but not limited Section 24-233, Code of Ordinances, Atlantic Beach's acceptance of maintenance of any public improvements, including the Fire Line Extension Project, shall be contingent upon

Developer providing a maintenance bond in the amount of one hundred (100) percent of the construction cost of the improvements. Such bond shall provide that Atlantic Beach shall be indemnified if the Developer does not replace or repair any public improvements, which are defective in materials or workmanship or which were not constructed in compliance with the approved construction plans. The terms of the maintenance bond shall expire one (1) year after completion of the Fire Line Extension Project, unless Atlantic Beach serves written notice to the Developer that the improvements are defective in material or workmanship or were not constructed in compliance with the approved construction plans within the one (1) year. Upon receiving this documentation including the receipt of warranty and issuance of a maintenance bond, and confirming installation in accordance with the approved plans and permits in all material respects, Atlantic Beach, shall issue a utility acceptance letter and take on ownership, operation and maintenance authority of the Fire Line Extension Project which shall then become a part of Atlantic Beach's system. Upon completion and acceptance by Atlantic Beach, the portion of the Fire Line Extension Project prior to the point that it becomes a private line – up to and including the water meter at the Redevelopment Property boundary – shall be owned and maintained by the City of Atlantic Beach. The portion that is within the Redevelopment Property from the point that it becomes a private line shall be owned and maintained by Developer.

2. Payment of Water Service Charges.

(a) Developer shall pay to Atlantic Beach the required water tap and meter installation charges and all application connection fee and water usage and impact fees for the Fire Line Extension Project as set forth in Atlantic Beach's Code of Ordinances, including but not limited to those fees as set forth in Chapter 22 (Utilities). For clarity, system development charges for new connections to the City's water system are listed in Sec. 22-28, of the City Ordinance Code, and are based on meter size and as such, the proposed 10" compound fire meter shall be charged at the rate applicable to the largest meter listed therein at $60,796, subject to adjustment per then-current ordinances). The monthly base rate for water service, per Sec. 22-27, shall be $409.30 plus a 25% surcharge for being outside the City's service area (also subject to adjustment per then-current ordinances and rate schedules). The system development charges shall be due and payable prior to activation/installation of the fire line connection. Monthly base rates and any applicable usage or standby charges shall commence upon activation of the fire line and shall be billed and paid in accordance with the City's standard utility billing cycle. Such fees shall be calculated and paid in accordance with Atlantic Beach's then-current ordinances and rate schedules.

(b) The Fire Line Extension Project will be installed in such a manner so as to allow Developer to terminate the flow of water from the Atlantic Beach water system at such time as Neptune Beach commences providing the water service sufficient to provide the fire system flows required for fire protection to the Redevelopment Property for the Redevelopment Project. The Developer shall be required to terminate the flow (by valving off or other means) the flow of water for the fire suppression system of the Redevelopment Property from the Atlantic Beach water system immediately upon Neptune Beach's commencement of providing water service to the Redevelopment Property sufficient to provide the fire system flows required for fire protection at the Redevelopment Property for the Redevelopment Project. As part of the switch to Neptune Beach's commencement of providing water service for fire suppression to the Redevelopment Property, Neptune Beach shall physically disconnect the fire main at the valve closest to the interconnection and install the necessary improvements, including but not limited

to a blind flange, so that no cross-connection of any sort occurs. Developer's obligation to switch water service for fire suppression to the Redevelopment Property from the Fire Line Extension Project to new service provided by Neptune Beach shall be conditioned on Neptune Beach paying all hard and soft costs related to any new connection or extension of lines and other facilities (including, without limitation, backflow preventer and metering) for Neptune Beach water service for the fire suppression system of the Redevelopment Property.

(c) Since the Fire Line Extension Project will provide a connection to a dedicated fire line and not general water service, Atlantic Beach shall charge and the Developer shall promptly pay, a monthly base rate for the fire system flows to the Redevelopment Property, according to Atlantic Beach's approved rates for such water volumes and services, in accordance with the ordinances of Atlantic Beach (which may be changed from time to time). At such time as the Redevelopment Property is tied into the water system for Neptune Beach for fire system flows, water service charges shall be based upon the then current water service rates in accordance with the then existing ordinances of Neptune Beach.

(d) Notwithstanding anything contained herein to the contrary, any water from the Atlantic Beach utility system used for any other purpose for the Redevelopment Property (including but not limited to construction, domestic, or irrigation use) shall be charged at 150% of Atlantic Beach's then-current highest-tier rate until the unauthorized use is corrected and all applicable fees are paid.

(e) Atlantic Beach's obligation to provide fire-flow water service pursuant to this Agreement shall automatically terminate on the earlier of: (i) the date Neptune Beach commences providing adequate fire flow to the Redevelopment Property in accordance with the terms of this Agreement, or (ii) the date the Developer executes a utility service agreement with Atlantic Beach for general water service, subject to the consent of the City of Neptune Beach. Upon such termination pursuant to (i) above, Atlantic Beach may, at its sole option and upon 30 days' written notice, physically disconnect or lock the fire line at the point of connection to the Atlantic Beach system, at the sole cost of Neptune Beach.

3. Installation and Maintenance of System.

All plans and specifications for the installation of the Fire Line Extension Project shall be subject to all required permits and approvals from FDEP and FDOT, in addition to Atlantic Beach and Neptune Beach. Upon completion of the installation of the Fire Line Extension Project and written acceptance by Atlantic Beach, all components shall be owned and maintained in accordance with Section 1(d) herein. The Developer shall execute and record a maintenance covenant in form satisfactory to Atlantic Beach requiring annual testing and certification of the reduced-pressure-zone (RPZ) backflow preventer at owner's expense by a licensed tester, with copies provided to Atlantic Beach.

4. Conditions and Requirements.

(a) Developer's obligation under this Section consist of all costs for design, permitting, construction, installation, inspection, and testing of the Fire Line Extension Project solely as required for the Redevelopment Project in accordance with this Agreement and with

Atlantic Beach requirements, and in accordance with the requirements of other applicable permitting authorities.

(b) Developer shall connect the Fire Line Extension Project to the existing Atlantic Beach system at connection point or points approved by Atlantic Beach which the parties anticipate will be generally as depicted on Exhibit A.

(c) Developer shall be responsible also for all costs of design, permitting, and construction of on-site improvements within the Redevelopment Project, including but not limited to design, material, permitting, and installation of sufficiently sized lines and other appurtenances necessary to allow Atlantic Beach to serve the Redevelopment Project with fire line water service in accordance with this Agreement.

(d) This Agreement and the easements granted herein shall be appurtenant to and run with the fee title to the lands herein described, and shall be for the benefit of, and binding upon, the parties and their respective successors and assigns. Developer and its successors and assigns shall be bound by this Agreement and all of the provisions herein shall run with the land.

(e) Developer may elect to assign, transfer or convey its rights and obligations under this Agreement in whole or in part to a successor developer of all or any portion of the Redevelopment Property or a property owners association, which entities shall assume Developer's rights and obligations under this Agreement as the assigned rights and obligations to the extent arising from and after the date of the assignment. Developer shall provide (i) Atlantic Beach with prior written notice of any such assignment and copies of the form of assignment evidencing the assignment and assumption contemplated herein in a form acceptable to Atlantic Beach, in its respective discretion, and (ii) Neptune Beach with prompt written notice of the assignment.

(f) Developer shall have no obligation to complete the Fire Line Extension Project prior to issuance of a certificate of occupancy for the improvements constructed pursuant to the first building permit for the Redevelopment Project issued by the City of Neptune Beach.

(g) Indemnification. To the fullest extent permitted by law, Developer shall defend (with counsel reasonably acceptable to Atlantic Beach), indemnify, and hold harmless the City of Atlantic Beach and its elected and appointed officials, officers, employees, agents, volunteers, and representatives (collectively, the "Atlantic Beach Indemnitees") from and against any and all claims, demands, causes of action, suits, damages, losses, liabilities, obligations, fines, penalties, judgments, costs, and expenses of any kind or nature whatsoever (including, but not limited to, reasonable attorneys' fees, paralegal fees, expert witness fees, court costs, and mediation or arbitration expenses incurred through all trial, appellate, and post-judgment proceedings) (collectively, "Claims"), whether actual or alleged, to the extent arising out of, resulting from, or in any way connected with: (i) the installation of a Fireline Extension Project pursuant to plans that were not approved by Atlantic Beach; (ii) the construction, permitting, operation, maintenance, repair, replacement or use of the Fire Line Extension Project or any on-site fire protection facilities by Developer, (iii) any contamination, backflow, pressure surge, water quality degradation, or cross-connection introduced into the Atlantic Beach water system from the Redevelopment Property or the Fire Line Extension Project; (iv) any violation of

federal, state, or local laws, regulations, or permits related to the Fire Line Extension Project, (v) damage to the Fire Line Extension Project caused by the negligence or willful misconduct of Developer, its employees, contractors or agents, or (vi) breach of this Agreement by Developer.

This indemnification shall survive termination or expiration of this Agreement and shall continue in full force and effect as to any Claims arising from events occurring prior to such termination or expiration. Notwithstanding the foregoing, Developer's indemnification item (i), (ii) and (iii) listed above shall terminate one (1) year after completion of the Fire Line Extension Project. Nothing herein shall be construed as a waiver of the City of Atlantic Beach's sovereign immunity under §768.28, Florida Statutes, or any other applicable law.

(h) Insurance. Prior to commencement of any construction activities and continuing uninterrupted through the course of construction, until Atlantic Beach's final acceptance of the Fire Line Extension Project, Developer shall obtain, or cause its general contractor to obtain and maintain, at its sole cost, the following insurance from insurers authorized to do business in Florida and rated A-VIII or better by A.M. Best:

(1) Commercial General Liability (occurrence form) with limits of not less than **$2,000,000** per occurrence and **$4,000,000** general aggregate (aggregate to apply separately to this Project). Coverage shall include premises-operations, products/completed operations, contractual liability, and personal/advertising injury.

(2) Business Automobile Liability covering owned, non-owned, and hired vehicles with a combined single limit of not less than **$1,000,000** per accident.

(3) Workers' Compensation and Employers' Liability in compliance with Florida statutory limits; Employers' Liability limits of **$1,000,000** each accident/disease/policy limit.

Additional Insured Status. The City of Atlantic Beach shall be named as an additional insured on all policies except Workers' Compensation and Pollution Liability using ISO forms CG 20 10 and CG 20 37 (or equivalent broader forms) for both ongoing and completed operations. The coverage afforded to Atlantic Beach as an additional insured shall be primary and non-contributory with respect to any insurance or self-insurance maintained by Atlantic Beach.

Waiver of Subrogation. Owner and Developer waive, and shall require their insurers to waive, all rights of subrogation against the City of Atlantic Beach

Certificates and Notice. Certificates of insurance and copies of all additional-insured endorsements shall be delivered to Atlantic Beach prior to commencement of construction and annually thereafter. All policies shall contain provisions requiring the insurer to provide Atlantic Beach at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Failure to maintain required insurance shall constitute an immediate Event of Default permitting Atlantic Beach to suspend or disconnect water service without further notice.

(i) Backflow Prevention and Cross-Connection Control. The fire line shall be protected by a reduced-pressure-zone (RPZ) assembly or air gap approved by Atlantic Beach. The Developer shall be solely responsible for annual testing, maintenance, and repair of the assembly and shall comply at all times with Atlantic Beach's cross-connection control ordinance.

(j) No Third-Party Beneficiaries; No Additional Connections. Nothing in this Agreement shall be construed to confer water service rights on any person or entity other than the owner of the Redevelopment Property, its successors or assigns, as of the date of this Agreement. No additional taps, connections, or extensions from the Fire Line Extension Project shall be permitted without the express written consent of Atlantic Beach and payment of all applicable fees.

(k) Recordation. This Agreement and any easements granted hereunder shall be recorded by the Developer at its expense in the Public Records of Duval County, Florida within ten (10) days of the effective date of each said agreement or instrument.

(l) Waiver of Restrictions under Fl. Stat. 252.422. Developer hereby affirms and agrees to the application and conditional approval of site plans, development permits, or development orders which may be provided by the City of Neptune Beach for the Fire Line Extension Project, and which may be considered otherwise restrictive or burdensome pursuant to Fl. Stat. 252.422.

5. Notices. Any notice, demand or request which may be permitted, required, or desired to be given in connection therewith shall be given in writing by personal delivery, overnight mail or e-mail and directed to Developer, Neptune Beach or Atlantic Beach as follows:

Developer:	TBR Neptune Owner, LLC _____ _____ _____ Attn: _____ Email: _____
With a copy to its attorneys:	Driver, McAfee, Hawthorne & Diebenow PLLC One Independent Drive, Suite 1200 Jacksonville, Florida 32233 Attn: Steve Diebenow, Esq. E-mail:sdiebenow@drivermcafee.com
Neptune Beach:	City of Neptune Beach 116 First Street, Neptune Beach, Florida 32266 Attn: Heather Whitmore, Community Development Director Email: cdd@nbfl.us

With a copy to its attorneys:	Vose Law Firm, LLP 324 W. Morse Boulevard Winter Park, Florida 32789 Attn: Paul Waters, Esq. Email: paul@voselaw.com
Atlantic Beach:	City of Atlantic Beach 800 Seminole Road Atlantic Beach, FL 32233 Attn: City Manager Email: kHogencamp@coab.us
With a copy to its attorneys:	Burr & Forman, LLP 50 N. Laura Street, Suite 3000 Jacksonville, Florida 32202 Attn: Jason Gabriel, Esq. Email: jgabriel@burr.com

Notices shall be deemed properly delivered and received (i) the same day when personally delivered; or (ii) one day after deposit for next day delivery with Federal Express, United Parcel Service or other commercial overnight courier operating in the jurisdiction of the Project; or (iii) the same day when sent by e-mail with a copy sent for next day delivery by Federal Express, United Parcel Service or other commercial overnight courier operating in Duval County, Florida.

6. Events of Default and Remedies.

(a) Events of Default. Each of the following shall constitute an "Event of Default" by Developer or Owner (and their respective successors and assigns) under this Agreement:

(i) Failure to maintain the insurance required hereunder or to name Atlantic Beach as an additional insured and provide certificates of insurance upon request;

(ii) Any additional tap, connection, or extension from the Fire Line Extension Project made by or at the direction of Developer without Atlantic Beach's prior written consent;

(iii) Failure to pay any charges assessed by Atlantic Beach for unauthorized water usage, testing overages, or damage to Atlantic Beach's system within thirty (30) days of invoice;

(iv) Any material breach of the terms, covenants, or conditions of this Agreement by Developer that remains uncured for more than thirty (30) days after written notice from Atlantic Beach

(b) Remedies of Atlantic Beach. Upon the occurrence of any Event of Default, Atlantic Beach shall have the right (in addition to and cumulative of all other rights and remedies

available at law or in equity) to exercise any one or more of the following remedies without further notice or opportunity to cure except as expressly set forth above:

(i) Physically disconnect any additional connections or extensions of the water service through the Fire Line Extension Project (including, without limitation, locking, removing, or capping the connection at the point of tie-in to Atlantic Beach's water main) in violation of Section 6(a)(ii) of this Agreement at the sole cost and expense of Owner;

(ii) Assess and collect from Owner charges for all water used for non-fire-suppression purposes at one hundred fifty percent (150%) of Atlantic Beach's then-current highest-tier commercial rate, plus any administrative fees, attorneys' fees, and costs of collection;

(iii) Pursue specific performance, injunctive relief, or any other equitable remedy to compel compliance with this Agreement; and/or

(iv) Recover from Developer/Owner all actual damages, costs, expenses, and reasonable attorneys' and paralegal fees incurred by Atlantic Beach as a result of the Event of Default; provided, however, that notwithstanding anything contained in this Agreement, Atlantic Beach shall not be entitled to recover, and hereby waives any other indirect, consequential, punitive, exemplary, extra-contractual, speculative or other such damages.

(c) No Waiver; Cumulative Remedies. No delay or omission by Atlantic Beach or Neptune Beach in exercising any right or remedy shall operate as a waiver thereof, and a single or partial exercise of any right or remedy shall not preclude any further or other exercise thereof or the exercise of any other right or remedy. All remedies are cumulative and not exclusive.

(d) Costs of Enforcement. In any action to enforce this Agreement or remedy an Event of Default, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, and costs through all trial and appellate levels.

(e) If any Event of Default under the terms of the Agreement shall occur, then and in any such event, the Atlantic Beach shall, give written notice of such default(s) ("Notice of Default") to Developer's lender at its address as noticed to Atlantic Beach by certified mail, return receipt requested pursuant to Section 5 hereof, specifying the event of default and the methods of cure, or declaring that an event of default is incurable. During the period of thirty (30) days commencing upon the date the Notice of Default was given to Developer's lender, Developer's lender may cure any Event of Default. Notwithstanding the foregoing, in the event the Developer has not provided written notice to the Atlantic Beach by certified mail, return receipt requested pursuant to Section 5 of the name, address and contact information of Developer's lender, Atlantic Beach shall not have any obligation to provide a Notice of Default to Developer's lender.

7. Representations. The undersigned individual executing this Agreement on behalf of Developer represents and warrants to Atlantic Beach and Neptune Beach that: (i) Developer is a duly organized and validly existing limited liability company under the laws of the State of Delaware; (ii) Developer has full power and authority under its governing documents and applicable law to enter into this Agreement and to perform all of its obligations hereunder; and

(iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of Developer, and this Agreement constitutes a valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

8. Governing Law; Venue; Jurisdiction; Sovereign Immunity.

This Agreement and all matters arising out of or relating to this Agreement, including but not limited to its validity, interpretation, performance, breach, enforcement, and remedies, shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its principles or rules of conflicts of law.

Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Duval County, Florida. Each party hereto irrevocably submits to the exclusive jurisdiction and venue of such courts and waives any objection to the laying of venue therein based on forum non conveniens or any other grounds.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity or the limitations on liability set forth in Section 768.28, Florida Statutes, or any other applicable law, to the extent such waiver is prohibited by law. Each municipal party retains all immunities and defenses available under Florida law.

9. Public Records Compliance. This Agreement is subject to the public records compliance requirements of Chapter 119, Florida Statutes. Developer agrees to indemnify and hold the Cities harmless against any and all claims, damage awards, and causes of action arising from the developer's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by developer's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom.

{Signatures on the following pages}

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date and year first above written.

"DEVELOPER"

TBR NEPTUNE OWNER, LLC, a Delaware limited liability company

By:_____
Print Name: _____
Its: _____

_____
Signature of Witness 1

_____
Print Name of Witness 1

_____
_____
Mailing Address of Witness 1

_____
Signature of Witness 2

_____
Print Name of Witness 2

_____
_____
Mailing Address of Witness 2

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this _____ day of _____, 2026 by _____ the _____ of **TBR NEPTUNE OWNER, LLC,** a Delaware limited liability company, on behalf of the company, who ( ) is personally known to me or who ( ) has produced _____ as identification.

(SEAL)

_____
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date and year first above written.

"NEPTUNE BEACH"

THE CITY OF NEPTUNE BEACH, a Municipal corporation

By:_____
Cori Bylund, Mayor

_____
Signature of Witness 1

_____
Print Name of Witness 1

_____
_____
Mailing Address of Witness 1

ATTEST:

_____
_____, City Clerk

_____
Signature of Witness 2

_____
Print Name of Witness 2

_____
_____
Mailing Address of Witness 2

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this _____ day of _____, 2026 by Cori Bylund, the Mayor of **THE CITY OF NEPTUNE BEACH,** a Municipal corporation, and _____, the City Clerk, on behalf of the corporation, who ( ) are personally known to me or who ( ) have produced _____ as identification.

(SEAL)

_____
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date and year first above written.

"ATLANTIC BEACH"

THE CITY OF ATLANTIC BEACH, a Municipal corporation

By:_____
Curtis Ford, Mayor

_____
Signature of Witness 1

_____
Print Name of Witness 1

_____
_____
Mailing Address of Witness 1

ATTEST:

_____
Donna Bartles, City Clerk

_____
Signature of Witness 2

_____
Print Name of Witness 2

_____
_____
Mailing Address of Witness 2

State of FLORIDA
County of DUVAL

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this _____ day of _____, 2026 by Curtis Ford, the Mayor of **THE CITY OF ATLANTIC BEACH,** a Municipal corporation, and Donna Bartles, the City Clerk, on behalf of the corporation, who ( ) are personally known to me or who ( ) have produced _____ as identification.

(SEAL)

_____
Notary Public
My Commission Expires:

This Interlocal Agreement is approved by the undersigned as to correctness and form.

_____
Jason Gabriel,
City Attorney for Atlantic Beach

_____
Paul Waters,
City Attorney for Neptune Beach

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-49 (Establishing a Commercial Beach Access and Vehicle Operation Policy)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager

TODAY'S DATE: March 13, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The City of Atlantic Beach identifies its beach accesses as vital "mini-parks" for nature and recreation. Currently, City Code Sections 5-16 and 5-30, respectively, grant the City Manager authority to permit motorized vehicles on the beach and business activities in public facilities; however, the City lacks a formalized, comprehensive policy governing commercial vehicle operations and equipment standards on the beachfront.

Recent inquiries from beach-service vendors have highlighted the need for a standardized policy to address safety, infrastructure protection, and equitable public access. By formalizing these rules, the City ensures that commercial activities do not displace non-paying beachgoers or create safety hazards.

PROPOSED POLICY (ATTACHMENT A) HIGHLIGHTS:

- **Access Control:** Mandates use of Atlantic Boulevard and prohibits Ahern access.
- **Capacity Cap:** Limits the number of concurrent commercial permits to two (2).
- **Safety Standards:** Requirements for anchored umbrellas and pre-approved vehicle types.
- **Operational Hours:** Restricts setup/teardown to off-peak morning and evening hours.

STAFF RECOMMENDATION: Adopt Resolution No. 26-49 and the associated policy in Attachment A.

BUDGET: No immediate budget impact.

ATTACHMENT:

- Resolution No. 26-49 and Attachment A: Commercial Beach Access and Vehicle Operation Policy
- Draft Frequently Asked Questions

PUBLIC OUTREACH

- Website
- eNewsletter
- News Release

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ESTABLISHING A POLICY FOR COMMERCIAL BEACH ACCESS AND VEHICLE OPERATIONS PURSUANT TO CITY CODE SECTIONS 5-16 AND 5-30; PROVIDING FOR OPERATIONAL LIMITS, SAFETY STANDARDS, AND ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach's planning documents identify beach accesses as vital assets for nature and recreation; and

WHEREAS, unregulated commercial vehicle traffic on the beachfront poses a risk to public safety, infrastructure, and sustainable coastal access; and

WHEREAS, City Code Sections 5-16 and 5-30, respectively, grant the City Manager the authority permit commercial motorized vehicles on the beach, and supervise and regulate business activities in public facilities and parks; and

WHEREAS, the City Commission desires to establish clear, consistent standards for commercial entities seeking to operate motorized vehicles or equipment on the beach.

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

SECTION 1. ADOPTION OF POLICY. The City Commission hereby adopts the "Commercial Beach Access and Vehicle Operation Policy," the full text of which is attached hereto as Attachment A and incorporated herein by reference.

SECTION 2. COMPLIANCE. All permissions issued for commercial beach activity pursuant to Sections 5-16 and 5-30 of the City Code shall be subject to the conditions set forth in Attachment A.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

ATTACHMENT A

Policy on Commercial Beach Use/Access and Vehicle Operations

Purpose and Authority:

The purpose of this Policy is to establish guidelines for commercial entities permitted to operate motorized vehicles on the beach. This policy ensures public safety in high-traffic areas and maintains equitable public access to shared spaces.

City Manager Approval:

Pursuant to the City's Code of Ordinances, including Section 5-16, and applicable Florida law, all requests for commercial beach access and vehicle operation must be submitted to and approved by the City Manager. Approval is granted on a case-by-case basis and is issued in the form of a revocable permit that may include such reasonable conditions as the City Manager deems necessary for safety and compliance.

Commercial Capacity Cap:

To prevent the overcrowding of public beach space and mitigate safety risks, a maximum of two (2) commercial entities shall be permitted to operate on the beach at any given time. Permits shall be issued on a first-come, first-served basis. Once this cap is reached, no further applications will be considered until a permit expires or is revoked.

Authorized Access Points:

• Atlantic Boulevard Access: All authorized commercial vehicles must enter and exit the beach via Atlantic Boulevard only.

• Prohibited Access: Use of the Ahern Street access point is strictly forbidden.

Operational Hours and Safety Standards:

• Hours: Access is strictly limited to early morning (6-8 a.m.) setup and late afternoon (5-7 p.m.) teardown on all days. No vehicle operations are permitted during the hours of 8:00 a.m. to 5:00 p.m.

• Equipment: All permittees must utilize anchored umbrellas (no unanchored wooden/spiked poles or tops).

• Vehicle Training: Proof of beach-driving training (from a City-approved provider or program) must be provided, and vehicle types (e.g., UTVs) must be pre-approved in writing by the Police Department and Lifeguard Captain.

Enforcement:

Code Enforcement is authorized to drive on the beach to ensure compliance with permit conditions. Failure to adhere to access points, hours, equipment standards, or any other term of the permit will result in immediate revocation of the permit after reasonable notice to the permittee (except in emergencies posing immediate safety risk).

Insurance Requirements:

As a condition of permit issuance and continuation, each permittee shall procure and maintain, at its sole expense, the following insurance coverages from insurers licensed and authorized to do business in the State of Florida, with an A.M. Best rating of no less than A- VII (or equivalent):

- Commercial General Liability insurance, including coverage for premises/operations, products/completed operations, contractual liability, and personal/advertising injury, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

- Automobile Liability insurance (if motorized vehicles are used), covering owned, non-owned, and hired vehicles, with combined single limits of not less than $1,000,000 per occurrence.

- Workers' Compensation insurance as required by Florida law, and Employer's Liability with limits of not less than $100,000 per accident/disease.

The City of Atlantic Beach, its officials, employees, agents, and volunteers shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies (via endorsement). Permittee shall provide the City with certificates of insurance evidencing the required coverages prior to permit issuance and annually thereafter (or upon renewal). Policies shall provide for at least 30 days' advance written notice to the City of cancellation, non-renewal, or material reduction in coverage. Compliance with these insurance requirements does not relieve permittee of any liability under this Policy or the permit.

Indemnification and Hold Harmless:

Permittee agrees to defend, indemnify, and hold harmless the City of Atlantic Beach, its City Commission, City Manager, officers, employees, agents, and volunteers (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, losses, damages, costs, expenses (including reasonable attorneys' fees and costs at all levels of trial and appeal), judgments, fines, penalties, or liabilities of any kind or nature whatsoever arising out of or in any way related to:

- Permittee's use of the beach, access points, or operation of vehicles/equipment under the permit;

- Any act, omission, negligence, or willful misconduct of permittee, its employees, agents, contractors, subcontractors, invitees, or customers; or

- Any injury to persons (including death) or damage to property arising from or connected with permittee's activities on City property or the public beach.

This indemnification shall apply to the fullest extent permitted by law and shall survive the expiration, revocation, or termination of the permit. Notwithstanding the foregoing, permittee shall have no obligation to indemnify the Indemnified Parties for claims or liabilities arising solely from the gross negligence or willful misconduct of the Indemnified Parties. Nothing herein shall constitute a waiver of the City's sovereign immunity under § 768.28, Florida Statutes, or increase the City's liability limits beyond those established by law.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-50 (Establishment of a Residential Turf Block Cost-Sharing Program)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager KH

TODAY'S DATE: March 13, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The City of Atlantic Beach seeks to balance the growing need for structured public parking with the preservation of permeable surfaces and neighborhood aesthetics. Currently, many residents utilize unpaved City rights-of-way (ROW) for parking, which can lead to soil compaction, erosion, and drainage issues.

To address this, staff has developed the Green-Parking Initiative, a cost-sharing program that allows residents to partner with the City to install turf block (permeable pavers) in the ROW directly adjacent to their property line.

PROGRAM DETAILS: The proposed policy, included along with Resolution No. 26-50 as Attachment A, establishes the following framework:

- **Cost-Sharing:** Costs for materials and professional installation are split 50/50 between the requesting resident and the City.
- **Public Access:** As the installation occurs on City-owned land, the parking remains open to the general public and cannot be reserved or gated.
- **Environmental Benefit:** The use of open-cell turf block supports stormwater management by allowing water to soak into the ground rather than contributing to runoff.
- **Maintenance:** Property owners will manage routine vegetation (mowing), while the City remains responsible for long-term structural repairs.

BUDGET IMPACT: Funding for the City's 50% share will be drawn from the City budget as appropriated by the City Commission. Individual project costs will vary based on square footage.

STAFF RECOMMENDATION: Adopt Resolution No. 26-50.

PUBLIC OUTREACH

- Website, eNewsletter, News Release

ATTACHMENT

1. Resolution No. 26-50 with Exhibit A
2. Green Parking Initiative FAQs

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-50

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TURF BLOCK COST-SHARING PROGRAM FOR PUBLIC RIGHTS-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONTRACTS AND AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach recognizes the need to provide sustainable outdoor parking solutions while maintaining effective stormwater management within its corporate limits; and

WHEREAS, the use of permeable turf block in City rights-of-way offers an environmentally friendly alternative to traditional paving by reducing runoff and heat; and

WHEREAS, the City desires to partner with residents through a 50/50 cost-sharing model to improve neighborhood aesthetics and provide stable public parking surfaces.

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

SECTION 1. The Residential Turf Block Cost-Sharing Policy, attached hereto as Attachment A, is hereby formally adopted.

SECTION 2. The Atlantic Beach City Commission hereby authorizes the implementation of the Green-Parking Initiative.

SECTION 3. The City Manager is authorized to execute any contracts, purchase orders, or resident agreements necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

ATTACHMENT: Turf Block Cost-Sharing Policy

I. PURPOSE To provide structured public parking while protecting the City's drainage and "green" aesthetics through the use of permeable turf block in the right-of-way (ROW).

II. ELIGIBILITY

- This policy applies only to the City-owned grass strip (ROW) directly in front of a resident's property.
- Installation is subject to approval based on utility locations and tree root protection.

III. COST-SHARING STRUCTURE

- **Resident Share:** 50% of total material and installation costs.
- **City Share:** 50% of total material and installation costs.
- **Payment:** The resident's portion must be paid in full before work begins.

IV. PUBLIC ACCESS & USE

- **No Private Ownership:** The turf block area remains public property.
- **Open Parking:** The space is available to the general public; it cannot be reserved, gated, or marked with "Private Parking" signs.

V. MAINTENANCE RESPONSIBILITIES

- **Resident:** Responsible for routine mowing, edging, and weeding of the grass within the turf block.
- **City:** Responsible for structural repairs, such as fixing sunken blocks or cracked pavers.

VI. APPLICATION PROCESS

- **Step 1:** Resident submits a "Right-of-Way Improvement Request."
- **Step 2:** Public Works conducts a site inspection.
- **Step 3:** City provides a cost estimate for the 50/50 split.
- **Step 4:** Upon payment, the City schedules the professional installation.

Green-Parking Initiative: Frequently Asked Questions

Why use Turf Block instead of asphalt or concrete?

Turf blocks are "permeable," meaning rainwater soaks into the ground rather than running off into our storm drains. They keep our neighborhoods cooler, prevent flooding, and look much nicer than a slab of grey concrete.

If I pay 50%, is it "my" parking spot?

The short answer: No. Because the installation is on City-owned land (the right-of-way), the spot remains **public parking**.

- **Think of it this way:** You are "sponsoring" a neighborhood improvement that beautifies the front of your home and provides a stable, mud-free place for cars to park.
- **The Reality:** The person temporarily parked in front of your house may be you or your guests!

Can I put up "Private Parking" signs or orange cones?

No. Since the area is within the public right-of-way, it must remain accessible to everyone. Placing obstructions or "Private" signage is a violation of City Code.

Who mows the grass in the turf block?

The **property owner** is responsible for routine vegetation maintenance (mowing and weeding), just as you currently do for the grass strip in the right-of-way. The City will handle any structural repairs if the blocks sink or crack.

How much will this actually cost me?

Costs vary based on the square footage of the area, but the 50/50 split usually makes this significantly cheaper than a private driveway extension.

Example: If a professional installation costs **$8,000**, your portion would be **$4,000**.

Will this increase my property taxes?

Generally, right-of-way improvements do not trigger an increase in property tax assessments, though they certainly add "curb appeal" which helps your home's overall value!

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 26-52 to Award Bid 2526-10 Marsh Oaks Community Center Parking Improvements to J. Howard Construction

SUBMITTED BY: Adam Thornton, Public Works Director
Steve Swann, City Engineer

TODAY'S DATE: March 19, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The purpose of this project is to select a Contractor to perform the parking area improvements at the Marsh Oaks Community Center, located at 100 West 1st Street in Atlantic Beach. On March 12, 2026, seven bids were received and opened for Bid 2526-10 Marsh Oaks Community Center Parking Improvements.

The bids ranged from $488,251.48 to $274,095.25, with J. Howard Construction being the lowest bidder.

BUDGET: This project is project primarily funded ($196,750.72) by a Federal Housing and Development (HUD)-awarded Community Development Block Grant (CDBG) project (No. CDBG 684332-25). Another $77,344.53 is being allocated from Account No. 300-5002-541-7300, which is a Dutton Island Road-Francis Avenue to Mayport Road connectivity project that is slated to be initiated in FY 2025-26 and completed in FY 2026-27.

RECOMMENDATION: Adopt Resolution 26-52 and award Bid 2526-10 to J. Howard Construction and authorize the City Manager to execute the contract.

ATTACHMENTS: Resolution 26-52
Bid 2526-10 Bid Analysis
Bid 2526-10 Bid Tabulation

REVIEWED BY CITY MANAGER: Kevin Hogan

RESOLUTION NO. 26-52

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-10 MARSH OAKS COMMUNITY CENTER PARKING IMPROVEMENTS PROJECT TO J. HOWARD CONSTRUCTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the purpose of this project is to select a Contractor to perform the parking area improvements at the Marsh Oaks Community Center, located at 100 West 1st Street in Atlantic Beach; and

WHEREAS, on March 12, 2026, seven bids were received and opened for Bid 2526-10 Marsh Oaks Community Center Parking Improvements Project; and

WHEREAS, the bids ranged from $488,251.48 to $274,095.25, with J. Howard Construction being the lowest bidder; and

WHEREAS, this project is primarily funded ($196,750.72) by a Federal Housing and Development (HUD)-awarded Community Development Block Grant (CDBG) project (No. CDBG 684332-25). Another $77,344.53 is being allocated from Account No. 300-5002-541-7300, which is a Dutton Island Road-Francis Avenue to Mayport Road connectivity project that is slated to be initiated in FY 2025-26 and completed in FY 2026-27.

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

SECTION 1. The City Commission hereby awards Bid 2526-10 Marsh Oaks Community Center Parking Improvements to J. Howard Construction;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with J. Howard Construction and approve a Purchase Order to said vendor in the amount of $274,095.25;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Marsh Oaks Community Center Parking Improvements

March 12, 2026

BID 2526-10 **3:00 PM**

REQUIRED DOCUMENTS	ACCON Construction	Baker Design Build	CGC, Inc.	EltonAlan, Inc.	Florida East Coast Construction	Gruhn May	Hager Construction	J. Howard Construction	Jax Utilities
Submission in Duplicate - All Documents	NO BID	X	X	X	NO BID	X	X	X	X
Document Requirements Checklist		X	X	X		X	X	X	X
Bid Form		X	X	X		X	X	X	X
Bid Bond - 5% of Bid		X	X	X		X	X	X	X
REQUIRED FORMS									
*Anti-Kickback Affidavit		X	X	X		X	X	X	X
*Base Bid Specifications Conformance Form		X	X	X		X	X	X	X
*Bidder's Qualifications Statement		X	X	X		X	X	X	X
*Build America Buy America (Added as Addendum)		X	NO	X		X	X	X	X
*Certification of Compliance - Domestic Preference		X	X	X		X	X	X	X
*Certification Regarding Debarment, Suspension and other Responsibility Matters		X	X	X		X	X	X	X
*Certification Regarding Lobbying		X	X	X		X	X	X	X
*Conflict Affidavit		X	X	X		X	X	X	X
*Contractor Certification and Addendum Acknowledgment		X	X	X		X	X	X	X
*Davis-Bacon Acknowledgement		X	X	X		X	X	X	X
*Drug Free Workplace Certification		X	X	X		X	X	X	X
*Equal Opportunity Statement		X	X	X		X	X	X	X
*Exceptions to Solicitation		X	X	NO		X	X	X	X
*E-Verify Form		X	X	X		X	X	X	X
*Immigration Law Affidavit		X	X	X		X	X	X	X
*New Vendor Information Form		X	X	X		X	X	X	X
*Non-Collusion Certification		X	X	X		X	X	X	X
*Public Entity Crime Affidavit		X	X	X		X	X	X	X
*Public Records Provision		X	X	X		X	X	X	X
*Subcontractor Participation Sdchedule		X	X	X		X	X	X	X
*UEI SAM.gov Registration		X	X	X		INACTIVE	X	X	X
*Vendor Certification Regarding Scrutinized Companies Lists		X	X	X		X	X	X	X
*W-9 Form		X	X	NO		X	X	X	X
Business Tax Receipt		X	X	X		X	X	NO	X
Financials - Two (2) Years		X	X	X		X	X	X	NO
Proof of Experience - (Three (3) years w/ job descriptions)		X	X	NO		X	X	X	X
Proof of Insurance		X	X	X		X	X	X	X
References - Three (3)		X	X	X		X	X	X	X
Base Bid Subtotal (Items 1 - 20)		**$338,529.75**	**$359,450.00**	**$351,910.62**		**$257,637.00**	**$443,864.98**	**$249,177.50**	**$313,813.40**
Ten Percent (10%) Contingency of Base Bid		**$33,852.98**	**$35,945.00**	**$35,191.06**		**$25,763.70**	**$44,386.50**	**$24,917.75**	**$31,381.34**
GRAND TOTAL (Subtotal + Contingency)	**NO BID**	**$372,382.73**	**$395,395.00**	**$387,101.68**	**NO BID**	**$283,400.70**	**$488,251.48**	**$274,095.25**	**$345,194.74**

****While verifying bids, a minor mathematical error was foud with Baker Design Build for a total difference of $6.30*****

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

MARSH OAKS COMMUNITY CENTER PARKING IMPROVEMENTS
Bid 2526-10
Bid Opening March 13, 2026

				Baker Design Build		CGC, Inc.		EltonAlan, Inc		Gruhn May		Hager Construction		J. Howard Construction		Jax Utilities	
	DESCRIPTION	QUANTITY	UNIT	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount			UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL (MOT)	1	LS	$4,307.35	$4,307.35	$3,280.00	$3,280.00	$2,640.00	$2,640.00	$250.00	$250.00	$8,765.00	$8,765.00	$6,000.00	$6,000.00	$12,710.00	$12,710.00
2	MOBILIZATION	1	LS	$14,441.94	$14,441.94	$120,044.28	$120,044.28	$14,490.00	$14,490.00	$17,550.00	$17,550.00	$78,860.00	$78,860.00	$8,000.00	$8,000.00	$19,754.00	$19,754.00
3	EROSION AND SEDIMENT CONTROL	1	LS	$4,630.28	$4,630.28	$8,320.00	$8,320.00	$3,790.00	$3,790.00	$3,100.00	$3,100.00	$4,750.00	$4,750.00	$4,000.00	$4,000.00	$2,436.00	$2,436.00
4	EXCAVATION	300	CY	$21.17	$6,351.00	$5.00	$1,500.00	$65.06	$19,518.00	$7.00	$2,100.00	$175.00	$52,500.00	$44.00	$13,200.00	$34.00	$10,200.00
5	EARTHWORK (REGRADING)	100	CY	$125.68	$12,568.00	$0.05	$5.00	$195.16	$19,516.00	$250.00	$25,000.00	$94.00	$9,400.00	$80.00	$8,000.00	$18.00	$1,800.00
6	REMOVE EXISTING CONCRETE	1424	SY	$18.02	$25,660.48	$15.00	$21,360.00	$13.71	$19,523.04	$14.00	$19,936.00	$26.00	$37,024.00	$17.00	$24,208.00	$24.00	$34,176.00
7	IMPERVIOUS CONCRETE PAVEMENT, 6" THICK, FIBREMESH, 4,000 P.S.I. (PARKING LOT AISLES)	676	SY	$101.20	$68,411.20	$75.00	$50,700.00	$78.59	$53,126.84	$98.00	$66,248.00	$110.00	$74,360.00	$80.00	$54,080.00	$94.00	$63,544.00
8	CONCRETE SIDEWALKS AND PADS, 6" THICK, FEBERMESH, 3,000 P.S.I, (PEDESTRIAN AREAS)	194	SY	$101.20	$19,632.80	$81.00	$15,714.00	$85.12	$16,513.28	$89.00	$17,266.00	$94.00	$18,236.00	$78.00	$15,132.00	$84.00	$16,296.00
9	PERVIOUS PAVEMENT (TREMRON TURF BLOCK PERMEABLE PAVERS) OR APPROVED EQUAL	530	SY	$251.28	$133,178.40	$188.00	$99,640.00	$276.68	$146,640.40	$82.00	$43,460.00	$140.00	$74,200.00	$162.00	$85,860.00	$186.00	$98,580.00
10	TYPE B STABILIZATION, 12" THICK (98% MAX. DENSITY)	1206	SY	$19.31	$23,287.86	$12.00	$14,472.00	$19.73	$23,794.38	$11.00	$13,266.00	$41.00	$49,446.00	$9.50	$11,457.00	$24.00	$28,944.00
11	SODDING , LIKE KIND	354	SY	$20.56	$7,278.24	$11.00	$3,894.00	$15.25	$5,398.50	$14.00	$4,956.00	$26.00	$9,204.00	$10.00	$3,540.00	$16.98	$6,010.92
12	STRIPING, PAINT, 24" WHITE	20	LF	$1.32	$26.40	$3.25	$65.00	$3.80	$76.00	$54.00	$1,080.00	$7.00	$140.00	$10.00	$200.00	$12.00	$240.00
13	STRIPING, PAINT, 6" WHITE	0.159	GM	$1,775.57	$282.32	$3,036.00	$482.72	$1,446.55	$230.00	$35,000.00	$5,565.00	$78,954.00	$12,553.69	$1,500.00	$238.50	$4,997.00	$794.52
14	STRIPING, PAINT, 6" BLUE	0.014	GM	$3,742.04	$52.39	$4,000.00	$56.00	$16,214.29	$227.00	$45,000.00	$630.00	$36,875.00	$516.25	$20,000.00	$280.00	$4,997.00	$69.96
15	STRIPING, PAINT, ARROWS	4	EA	$41.58	$166.32	$42.00	$168.00	$192.00	$768.00	$580.00	$2,320.00	$115.00	$460.00	$44.00	$176.00	$290.00	$1,160.00
16	STRIPING, PAINT, MESSAGE / HC SYMBOLS	3	EA	$41.58	$124.74	$100.00	$300.00	$198.67	$596.01	$640.00	$1,920.00	$120.00	$360.00	$104.00	$312.00	$290.00	$870.00
17	SINGLE POST SIGN (FURNISH AND INSTALL)	3	EA	$948.11	$2,844.33	$269.00	$807.00	$1,046.67	$3,140.01	$480.00	$1,440.00	$415.00	$1,245.00	$950.00	$2,850.00	$780.00	$2,340.00
18	MANHOLE ADJUSTMENT	1	EA	$1,322.94	$1,322.94	$3,000.00	$3,000.00	$2,640.00	$2,640.00	$950.00	$950.00	$1,545.00	$1,545.00	$1,500.00	$1,500.00	$1,266.00	$1,266.00
19	CONCRETE WHEEL STOPS	20	EA	$115.76	$2,315.20	$63.00	$1,260.00	$72.75	$1,455.00	$850.00	$17,000.00	$120.00	$2,400.00	$66.00	$1,320.00	$200.00	$4,000.00
20	12"X18" ERCP	32	LF	$198.44	$6,350.08	$276.00	$8,832.00	$433.13	$13,860.16	$350.00	$11,200.00	$175.00	$5,600.00	$182.00	$5,824.00	$125.00	$4,000.00
21	12"X18" M.E.S.	2	EA	$2,645.88	$5,291.76	$2,775.00	$5,550.00	$1,984.00	$3,968.00	$1,200.00	$2,400.00	$1,150.00	$2,300.00	$1,500.00	$3,000.00	$2,311.00	$4,622.00
	TOTAL BASE BID (ITEMS 1-20)				**$338,524.02**		**$359,450.00**		**$351,910.62**		**$257,637.00**		**$443,864.94**		**$249,177.50**		**$313,813.40**
	10% CONTINGENCY OF BASE BID				**$33,852.40**		**$35,945.00**		**$35,191.06**		**$25,763.70**		**$44,386.49**		**$24,917.75**		**$31,381.34**
	GRAND TOTAL (TOTAL BASE BID + 10% CONTINGENCY)				**$372,376.43**		**$395,395.00**		**$387,101.68**		**$283,400.70**		**$488,251.43**		**$274,095.25**		**$345,194.74**

*****IN ADDITIONAL TO THE BIDS NOTED ABOVE, WE RECEIVED TWO (2) NO BIDS. ONE FROM ACCON CONSTRUCTION AND ONE FROM FLORIDA EAST COAST CONSTRUCTION****
WHILE VERIFYING BIDS, SEVERAL MINOR ERRORS WERE FOUND WITH THE BID SUBMITTED BY BAKER DESIGN BUILD FOR ATOTAL DIFFERENCE OF $6.30 LESS THAN WRITTEN AMOUNT OF $372,382.73

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 26-53 authorizing a Donation Agreement between the City of Atlantic Beach and Nature Connect Florida, Inc. for landscape architectural design and installation services at the Community Garden at Marsh Oaks Community Center.

TODAY'S DATE: March 18, 2026

MEETING DATE: March 23, 2026

SUBMITTED BY: Kevin Hogencamp, Interim City Manager KH

BACKGROUND: The City desires to establish a Community Garden at Marsh Oaks Community Center and Beaches Veterans Memorial Park. Nature Connect Florida, Inc. (the "Donor") has offered a charitable, in-kind gift consisting of professional landscape architectural design services, materials, and complete installation of a landscape plan. The donor-estimated fair market value of this gift is $65,000. The project will be performed at the Donor's expense, with the Donor managing contractors Ecological Collaboratives LLC (d/b/a Sava Outdoor) and ensuring all parties are properly licensed and insured.

Under the terms of the agreement, the City's responsibilities include:

- Providing access to the Park and coordinating utilities (water, electric, and drainage).
- Constructing a bridge walkway over the north swale, for which the Donor will reimburse the City up to $1,000.
- Removing specific trees on the north side of the property to accommodate the design.
- Assuming ownership and maintenance of the landscape upon satisfactory completion and final inspection.

BUDGET IMPACT: The Gift is funded entirely by the Donor with no financial obligation to the City for the design or installation. Initial City expenses are limited to utility coordination, tree removal as part of site preparation, and potentially for a portion of the bridge walkway construction. Staff will be responsible for the project post-donation and anticipates establishing a to-be-determined Community Garden management and maintenance line item in future budgets.

COMMUNITY OUTREACH: Website, eNewsletter, news release, utility bill newsletter, social media.

RECOMMENDATION: Adopt Resolution No. 26-53.

ATTACHMENTS:

- Resolution No. 26-53.
- Donation agreement
- Garden design
- Project summary with sample membership agreement
- AARP Creating Community Gardens toolkit

RECOMMENDATION: Commission approve Resolution No. 25-36

CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-53

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A CHARITABLE IN-KIND DONATION FROM NATURE CONNECT FLORIDA, INC. FOR LANDSCAPE DESIGN AND INSTALLATION SERVICES AT THE COMMUNITY GARDEN AT MARSH OAKS COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE DONATION AGREEMENT ATTACHED HERETO AS EXHIBIT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach seeks to ensure that the Interlocal Agreement (ILA) with the Consolidated City of Jacksonville reflects a fair and equitable distribution of services and costs; and

WHEREAS, the City of Atlantic Beach recognizes the public benefit of enhancing its public parks and community spaces; and

WHEREAS, Nature Connect Florida, Inc. ("Donor") desires to provide a gift to the City consisting of professional landscape architectural design, materials, and installation for the Community Garden at Marsh Oaks, valued at approximately $65,000; and

WHEREAS, the Donor has selected Ecological Collaboratives LLC (d/b/a Sava Outdoor) to provide the professional design services; and

WHEREAS, the City finds that the proposed enhancements will provide upgraded landscape and aesthetic features for the benefit of the community; and

WHEREAS, the City Commission finds that accepting this donation serves a valid public purpose and is in the best interest of the residents of Atlantic Beach.

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

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The Atlantic Beach City Commission hereby accepts the in-kind donation from Nature Connect Florida, Inc. as described in the Donation Agreement, attached hereto and incorporated herein as Exhibit 1.

SECTION 3. The City Manager is authorized to execute the Donation Agreement and any other necessary documents to effectuate the project, including permits and authorizations required for installation.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT 1

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is entered into as of _____, 2026 by and between **the City of Atlantic Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and **Nature Connect Florida, Inc.,** a Florida non-profit corporation whose address is 1745 Selva Marina Drive, Atlantic Beach, Florida 32233 (the "Donor").

Recitals

WHEREAS, the Donor desires to make a charitable, in-kind gift to the City for the public benefit of enhancing the Community Garden at Marsh Oaks, a public park within the City (the "Park," to be designated by the City Manager or designee);

WHEREAS, the Gift consists of landscape architectural design services, supply of all necessary materials, and complete installation of a landscape plan (the "Gift"), to be performed solely at the Donor's expense;

WHEREAS, the approximate fair market value of the Gift is $65,000.00 as estimated by the Donor, and is funded entirely by the Donor with no cost or financial obligation to the City;

WHEREAS, the City will cooperate with Donor with respect to the installation of the Gift by installing and coordinating the appropriate access and utilities (water, electric and drainage systems) to accommodate the installation and maintenance of the Gift;

WHEREAS, the Donor wishes to support the City with this gratuitous offer and select and direct the landscape architect, suppliers, and installers for the design, supply, and installation of the Gift;

WHEREAS, the City wishes to accept Donor's donation and wished to use the donation to provide upgraded landscape and aesthetic features at the Park for the benefit of the community;

WHEREAS, the City has the authority under Florida law (including Chapter 166, Florida Statutes) and its home rule powers to accept donations for public purposes, and desires to accept the Gift subject to the terms herein;

WHEREAS, this Agreement is subject to approval by the City Commission;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. **Description of the Gift.** The Donor agrees to donate and the City agrees to accept the Gift, consisting of:

    - Professional landscape architectural design services for the Park from the following contractor: Ecological Collaboratives LLC, a Florida limited liability company

d/b/a Sava Outdoor, 3303 Myra Street, Jacksonville, Florida 32205 ("Landscape Designer") as set forth in the landscape plans dated _____, attached hereto and incorporated herein as **Exhibit A** ("Landscape Plan");

- Supply of all plants, materials, hardscape, and other items necessary for the Landscape Plan, attached hereto and incorporated herein as **Exhibit B** ("Landscape Materials");
- Complete installation of the Landscape Plan in the Park. All elements shall be performed to a professional standard, in a good and workmanlike manner, and in compliance with all applicable laws, codes, ordinances, and standards by the following landscape and utility installation contractors:

  - _____
  - _____

("Landscape Contractors").

2. **Donor's Responsibilities.** The Donor shall engage, manage and supervise the Landscape Designer and Landscape Contractors, and shall coordinate all such efforts with the City. The Donor shall ensure that the Landscape Designer and Landscape Contractors are properly licensed, insured, and qualified within the City. The Donor shall bear all costs associated with the Gift, including labor, materials, permits, fees, insurance, and any other expenses. Donor shall reimburse the City for the bridge walkway as set forth in Section 3 herein, in an amount up to $1,000, promptly upon its completion.

3. **City's Rights and Responsibilities.** The City shall:

   - Designate the specific locations within the Park for the landscape installation.
   - Provide reasonable access to the Park during reasonable hours for the performance of the Gift.
   - Review and approve the final Landscape Plans and Landscape Materials as well as the installation methods prior to commencement of work, to ensure consistency with City standards, codes, public safety, and park plans (and such approval shall not be unreasonably withheld or delayed).
   - Issue any necessary permits or authorizations upon submission by the Donor. Upon satisfactory completion and final inspection/approval, the City shall accept ownership and responsibility for ongoing maintenance of the installed landscape.
   - The City shall provide the appropriate access and utilities (water, irrigation, electric and drainage systems) to accommodate the installation and maintenance of the landscaping materials associated with the Gift. All power lines shall be placed underground (including but not limited to the main power line).
   - Construct a bridge walkway over the swale on the north side of the garden, pursuant to the City's design and construction standards and requirements, in its sole discretion, subject to Donor's reimbursement set forth in Section 2.
   - Remove certain trees that it identifies on the north side of the property, where the garden will be built, in order to accommodate the design of the Gift, at the City's expense.

4. **Compliance, Permits, and Insurance.** All work shall comply with all City codes, comprehensive plans, zoning, environmental regulations, and Florida law. The Donor shall obtain all required permits and pay all associated fees. The Donor shall maintain, or cause the Landscape Designer and Landscape Contractors (and any other hired vendors or contractors) to obtain, at its expense:

    - Commercial general liability insurance (minimum $1,000,000 per occurrence, $2,000,000 aggregate);
    - Workers' compensation insurance as required by law;
    - Automobile liability insurance. The City shall be named as an additional insured on all such policies. Certificates of insurance shall be provided to the City prior to commencement of work.

5. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

6. **Notices; Proper Form.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, overnight courier, U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, email at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

    As to City: Attention: City Manager
    City of Atlantic Beach
    800 Seminole Road
    Atlantic Beach, FL 32233

    As to Donor: Attention: Judith Leroux
    1745 Selva Marina Drive
    Atlantic Beach, FL 32233

7. **Disclaimer of Third Party Beneficiaries**. Except as otherwise specifically provided herein, this Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors and assigns.

8. **Waiver of Procurement Requirements.** The parties acknowledge that this transaction is a charitable donation with no expenditure of City funds with regard to the Gift. To the extent any provision of the City's Code of Ordinances, procurement manual, purchasing policy, or Florida law regarding competitive bidding, sealed bids, or procurement procedures could otherwise apply to the selection of design professionals, suppliers, or installers, the City hereby waives such requirements solely for this Gift.

9. **Indemnification.** The Donor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from or related to the Gift, including the design, materials, installation, or performance thereof, except to the extent caused by the City's sole negligence or willful misconduct.

10. **Completion and Acceptance.** The Donor shall complete the full implementation and installation of the Gift within two (2) months of the completion of the last of the following specific items by the City:

    a) the tree removal set forth in Section 3;

    b) the utilities installation as set forth in Section 3; and

    c) the construction of a parking lot in a size, location, standard and other development features as determined by the City, in the City's sole discretion.

    Upon completion, the City shall conduct a final inspection. If the work meets standards, the City shall provide written acceptance. Title to all installed elements of the Gift shall transfer to the City upon acceptance in its entirety. Once the Gift has been accepted by the City, it shall convey completely to the City for the City's use, in its sole discretion. Upon such City acceptance, Donor shall be completely released from any further obligation or responsibility with respect to the Gift.

11. **Amendments**. No amendment, modification or other change in this Agreement shall be binding upon the parties unless in writing and executed by the parties hereto.

12. **Entire Agreement**. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

13. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

14. **No Warranties or Liabilities.** The City makes no representations regarding the suitability of the Park location or future maintenance burdens. The Donor warrants that the Gift complies with all laws and does not infringe third-party rights.

15. **Approval and Effective Date.** This Agreement is contingent upon approval by the City Commission at a duly noticed public meeting. If approved, it shall become effective upon execution by the authorized representatives.

16. **Governing Law and Miscellaneous.** This Agreement shall be governed by Florida law. Any disputes shall be resolved in Duval County courts. This document constitutes the entire agreement. Amendments must be in writing and approved by both parties.

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

CITY OF ATLANTIC BEACH, FLORIDA

By: _____
Curtis Ford
Mayor

Attest: Date: _____

_____
Donna Bartle
City Clerk

DONOR:

NATURE CONNECT FLORIDA, INC., a Florida non-profit corporation

By: _____
Name: Judith Leroux
Title: President

Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Judith Leroux, as President of **NatureConnect Florida, Inc.**, a Florida non-profit corporation, on behalf of the company, who is personally known to me produced _____ as identification and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

_____
Notary Public
Printed Name:_____
My Commission Expires:
_____

EXHIBIT A

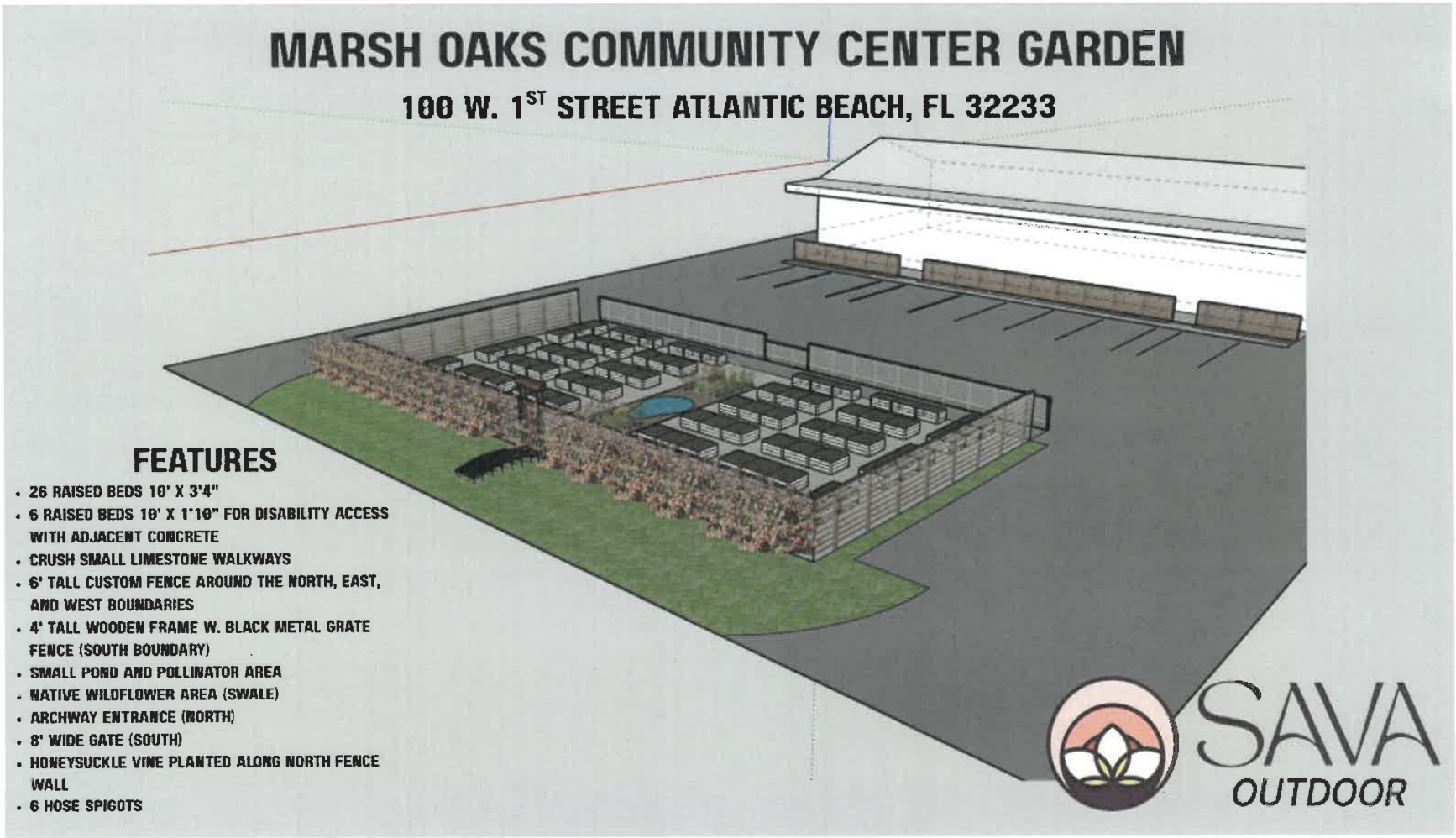
Landscape Plan

EXHIBIT B

Landscape Materials

MARSH OAKS COMMUNITY CENTER GARDEN

100 W. 1ST STREET ATLANTIC BEACH, FL 32233



FEATURES

- 26 RAISED BEDS 10' X 3'4"
- 6 RAISED BEDS 10' X 1'10" FOR DISABILITY ACCESS WITH ADJACENT CONCRETE
- CRUSH SMALL LIMESTONE WALKWAYS
- 6' TALL CUSTOM FENCE AROUND THE NORTH, EAST, AND WEST BOUNDARIES
- 4' TALL WOODEN FRAME W. BLACK METAL GRATE FENCE (SOUTH BOUNDARY)
- SMALL POND AND POLLINATOR AREA
- NATIVE WILDFLOWER AREA (SWALE)
- ARCHWAY ENTRANCE (NORTH)
- 8' WIDE GATE (SOUTH)
- HONEYSUCKLE VINE PLANTED ALONG NORTH FENCE WALL
- 6 HOSE SPIGOTS

SAVA OUTDOOR

MARSH OAKS COMMUNITY GARDEN



In March 2024, the Arts Recreation & Culture Committee engaged in a brainstorming process at the request of the City Manager. We were tasked with considering how we would program the future Marsh Oaks Community Center (MOCC). With two other fully functioning community centers that are weighted to serving children and teens, and another that services the beachside primarily with adult and family programming, it was envisioned that MOCC would also focus on adults and families on the marsh side. Of course, our ultimate goal is to welcome every member of our community to any of our facilities regardless of where they live. One of our big picture ideas was a community garden.

> ***Community Garden*** *– The perfect location for this is the grassy area behind the Almost Home building at 100 West 1st Street. There could be organized programming centered around gardening in the building and a Garden Club could act as a volunteer group who maintains some of our public spaces around the city.* ***This is a high priority with medium effort.***

With a very generous gift from one of our residents, this idea is slated to become a reality!

Community gardens of all shapes and sizes can be found across the United States in small rural neighborhoods and in tucked away pockets of large metropolitan areas. A community garden can improve the health of residents, foster economic development, combat social isolation, relieve food insecurity, improve public safety, encourage inclusion and enhance community connectedness. By encouraging physical activity, engagement and socializing, community gardens support healthy aging and help foster resiliency for people and places. Community gardens can also help revitalize neighborhoods and incentivize the development of more walkable and transit-oriented places.

Types of Community Gardens

- Allotment Gardens: The most common type of community garden in the United States are ones where each gardener tends an individual planter or plot of land within the larger garden. Participation usually requires paying an annual or seasonal rent. Allotment gardens, which often include shared tools and access to water, need to establish clear rules about the responsibilities of gardeners to properly maintain their plot, harvest their food and clean up their space at the end of the season.

- Facility Gardens: Gardens located on the grounds of a school or business, or within a housing development, are usually restricted to members of the sponsoring location.

- Collective Gardens: A plot of land that is gardened by a group of people who share the work, the decision-making and the harvest. Collective gardens require a high degree of cooperation and coordination among the gardeners. The gardens are often initiated and managed by a nonprofit organization or community-based service agency.

- Hybrid Gardens: An approach that contains both allotment plots and shared, collective spaces.

A hybrid format is suggested. Of the 32 boxes, six could be set aside as collective spaces with produce and flowers from these boxes would be harvested at the appropriate time and made available to the community and shared regardless of if one leases a plot or not.

Garden Activities and Programming

- Lecture Series facilitated by horticulturists, master gardeners, etc.
- Rock Painting
- Making Organic "Pesticides"
- Native Planting for Pollinators
- Container Gardening
- Lasagna Gardening Demonstration
- _____
- _____
- _____
- _____

Marsh Oaks Community Garden
2026 Membership Agreement

LOCATION

The garden is located at 100 W. 1st Street, Atlantic Beach, in the front yard of Marsh Oaks Community Center.

ABOUT THE GARDEN

The Marsh Oaks Community Garden (MOCG) is established in July of 2026 and is actively managed by COAB Staff. The initial structure and operation are funded through a private donation and will be sustainable through a combination of individual or family memberships, sponsorship, and grants. The purpose of the MOCG is to create awareness of the benefits of urban gardening, to foster community and social interactions, to grow healthy and sustainable foods, and to learn and share knowledge about Florida's native plants and flowers.

MEMBERSHIP

MOCG is a program under the management of COAB Staff, and all membership fees are applied towards water bills, liability insurance, yearly garden maintenance, projects, etc. If all garden boxes are filled at the time of application, you will be added to the waitlist and contacted once space becomes available. Membership becomes active after dues are paid and this Membership Agreement has been signed. Please submit annual dues by January 4, 2027, to COAB Staf. Unpaid boxes may be reassigned if dues are not paid in a timely fashion. Mid-year applications will be prorated. Membership fees are non-refundable.

2026-2027 MEMBERSHIP RATES

- Full (4' x 8') Garden Box Membership: $75.00
- Half (2' x 8') Garden Box Membership: $37.50 (reserved for handicapped residents)
- Prorated Monthly, if joining mid-year: $6.25/month

GARDEN MEMBERSHIP BENEFITS

- Gives members full access to the garden as well as a 4 ' x 8 ' or 2 ' x 8 ' garden box for their personal use
- Garden box with organic soil and nearby water
- Use of all tools onsite and garden resources, like the MOCG (future) seed library
- Invitations and notifications about all garden activities, parties, and events

GARDEN MEMBERSHIP REQUIREMENTS

- Must live in Atlantic Beach
- May partner with up to one additional neighbor to maintain bed
- Pay annual membership fees, which helps with MOCG expenses
- NO using chemical pesticides, herbicides, or fertilizers. Only organic gardening is allowed
- Participate in quarterly garden meetings for education, training, seed swaps, etc.
- Maintain garden status and security by keeping tools cleaned and put away, turning off all hoses, and keeping the gate secured and properly locked upon leaving
- Maintain an ACTIVE GARDEN PLOT as defined below
- Members must comply with all posted Garden, Park Rules, and City of Atlantic Beach Ordinances

WHAT IS AN ACTIVE GARDEN PLOT?

- MOCG is for the neighborhood gardeners and community to enjoy together. We hope to attract active garden members who will regularly visit and participate in maintaining the garden, participate in group projects, attend or help with garden social events, etc.
- Garden members are expected to maintain their garden box by regular weeding, watering, and replacing of dead, diseased, or insect infected plants as needed. If traveling or unavailable for extended periods of time, gardeners need to let the garden leaders know or find a garden buddy to partner up with to help maintain and water their garden box while absent.
- Neglected boxes will only be looked after by garden leaders for a limited amount of time, before assigning the abandoned garden box to another garden member.

You will receive your box assignment and gate code by email!

Welcome and Happy Gardening!

City Contact: Recreation Manager or Designee
Phone Number: (904)2475828
Email: recreation@COAB.us

By signing this agreement, the member agrees to waive, discharge, hold harmless, and release from any and all liability for personal injuries and damages, Marsh Oaks Community Garden and the City of Atlantic Beach. Garden at your own risk!

Name: _____
Address: _____
Phone Number: _____
Email: _____

AARP

Download worksheets from AARP.org/CommunityGardens

Creating Community Gardens for People of All Ages

A tool kit for neighbors and local leaders



Hudson, New Hampshire (page 11)



Buffalo, New York (page 13)



San Francisco, California (page 6)



Bowman, North Dakota (page 5)

880 cities

AARP is the nation's largest nonprofit, nonpartisan organization dedicated to empowering people 50 or older to choose how they live as they age. With nearly 38 million members and offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, AARP strengthens communities and advocates for what matters most to families, with a focus on health security, financial stability and personal fulfillment.

AARP, 601 E Street NW, Washington, D.C. 20049
Web: *AARP.org*
Toll-Free English: 1-888-OUR-AARP (1-888-687-2277) | **Toll-Free Spanish:** 1-877-342-2277
International Calls: +1-202-434-3525
TTY User Dial 711: English: 1-877-434-7598 | Spanish: 1-866-238-9488

Contact information for the State Offices can be found at *AARP.org/States*.

AARP Livable Communities

The AARP Livable Communities initiative supports the efforts of local leaders and residents throughout the nation to make their communities more livable and age-friendly. Among the initiative's programs are the AARP Community Challenge, an annual grant-funding effort to support projects that build momentum for local change, and the AARP Network of Age-Friendly States and Communities.

Web: *AARP.org/Livable*
Newsletter: *AARP.org/LivableSubscribe* | **Email:** *Livable@AARP.org*
Twitter: *@AARPLivable* | **Facebook:** */AARPLivableCommunities*

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8 80 Cities, a nonprofit organization based in Toronto, Ontario, works to improve the quality of life for people living in cities. 8 80 Cities brings citizens together to enhance mobility and public spaces in order to create more vibrant, healthy and equitable communities. 8 80 Cities believes that if everything we do in our public spaces is great for an 8-year-old and an 80-year-old, then it will be great for all people. 8 80 Cities has worked on park and public space projects in more than 300 cities on five continents.

8 80 Cities, 364-401 Richmond Street West, Toronto, Ontario M5V 3A8
Web: *880Cities.org* | **Newsletter:** *880cities.org/Subscribe* | **Email:** *Info@880Cities.org*
Twitter: *@880Cities* | **Facebook:** */880CitiesOrg*

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Cover photo credits: (top row) ReGen Roots Community Farms | Darren Cotton and Zhi Ting Phua, Tyler Street Community Garden (bottom row) Florence Fang Community Garden | City of Bowman, North Dakota. **Back cover photo credits:** (from top) Greenville Pilgrim Rest Baptist Church The Children's Garden | El Paseo Community Garden | Grow Appalachia | The Greening of Detroit

Creating Community Gardens for People of All Ages

A tool kit for neighbors and local leaders





▲ Spring blooms courtesy of the Tyler Street Community Garden in Buffalo, New York. (Learn more on page 13)

Creating Community Gardens for People of All Ages can help elected officials, government staff, nonprofit organizations and neighbors in all sorts of places build and sustain community gardens as inclusive, intergenerational outdoor spaces.

A community garden can improve the health of residents, foster economic development, combat social isolation, relieve food insecurity, improve public safety, encourage inclusion and enhance community connectedness.

By encouraging physical activity, civic engagement and socializing, community gardens support healthy aging and help foster resiliency for people and places.

Community gardens can also help revitalize neighborhoods and incentivize the development of more walkable and transit-oriented places.

This publication explains the value of community gardens, provides guidance about starting and sustaining such gardens, and shares examples and suggestions for related public policies and programs.

A note and an ask: Most of the images featured in this resource are of gardens that were created or enhanced with funding from the **AARP Community Challenge**. (Look at the photo credits to see which they are. See page 29 to learn more about this annual grant program.)

If this tool kit inspires your town, city or neighborhood to establish a community garden, let us know by using the contact or social media options listed on the opposite page. ■

PART 1: THE CASE FOR COMMUNITY GARDENS

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Creating a Sense of Place and Community	4
Promoting Health	6
Feeding the Local Economy	8
Advancing Equity and Inclusion	10
Growing Resilience	12
Project Profile	14

PART 2: GARDENING 'TOOLS'

Building a Community Garden	18
Gardening Guidance	24
More Garden 'Supplies'	28
Worksheets	29

Garden examples marked with a small green flower are located in a town, city or county that is enrolled in the **AARP Network of Age-Friendly States and Communities**.

Learn more about the network at ***AARP.org/AgeFriendly***.

A downloadable version of this publication, as well as related worksheets and more, can be found at ***AARP.org/CommunityGardens***.

Order this free publication and others by visiting ***AARP.org/LivableLibrary***.

PART 1 — THE CASE FOR COMMUNITY GARDENS

Introduction: Planting Seeds for a Solution

As land that is farmed by a group of people in order to grow vegetables, fruit, herbs and flowers for both individual and shared use, a community garden can help a new neighborhood take root, bolster an existing one and in both cases serve as an important, shared asset.

Such gardens have a long history in the landscape of cities, towns and villages worldwide.

In places where large numbers of people moved from rural to urban areas, community gardens enabled residents to grow their own food. During both world wars, liberty gardens and victory gardens planted by individuals and communities helped alleviate food shortages and boost morale. During the civil rights and environmental movements, community gardens often served neighborhoods impacted by food insecurity, disinvestment and discrimination.

The rise of the local-food movement, along with a growing understanding of the economic benefits of vibrant public spaces, has helped alert developers and urban planners to the value of community gardens as desirable gathering places. ■

Community gardening "has evolved into a strategy for improving overall community and sustainable development in neighborhoods, including promoting social, environmental, and economic concerns.... [R]esearch shows that community gardening can facilitate social interaction, community involvement and volunteerism, and education of community members regarding horticulture and gardening methods. Community gardening has also become an important community development strategy, turning devastated and vacant lots into beautiful spaces with flowers, trees, shrubs, and other vegetation that can be enjoyed by the entire community." — *Journal of Community Practice*[1]

Community Benefits



▲ See page 13 to learn about this Chicago garden and gathering space.

Community Gardens ...

- are positive outdoor gathering spaces that can and should be welcoming for people of all ages and abilities
- foster green spaces, absorb stormwater and mitigate urban heat island effects
- help forge connections and bonds across generations, incomes, races and cultures
- improve the physical, mental and emotional health of residents by reducing social isolation, promoting activity and providing healthy foods
- can be used to revitalize neighborhoods and downtown districts, enhance public safety and incentivize the creation of pedestrian- and bike-friendly places and paths
- are outdoor classrooms for learning and teaching practical skills to children as well as adults

Gardening Glossary

These terms appear in this publication and/or within other community garden resources.

Food Desert: A community where residents must travel a long or inconvenient distance to access healthy and affordable food.

Food Forest (or Forest Garden): Planting areas with trees, bushes and perennial plants that produce edible fruits, nuts and greens.

Food Insecurity: People who don't have consistent access to enough food — or only to unhealthy foods — are considered to be food insecure.

Food Security: People who have steady access to food that is fresh, healthy, affordable and safe are considered to be food secure.

Guerrilla Gardening: The act of gardening without permission in neglected public or private spaces.

Hydroponic Gardening: A technique of growing plants in a water-based solution.

Master Gardener: A person trained in horticulture (usually through a college or university extension program) who volunteers in the community by giving lectures, creating gardens and/or conducting research.

Organic Gardening: A system that integrates cultural, biological and mechanical practices that maintain or enhance soil and water quality; conserves wetlands, woodlands and wildlife; and avoids the use of synthetic fertilizers, genetic engineering, etc.

Permaculture: An approach to land use that considers the needs of nature in addition to those of humans by employing agricultural practices that, for instance, rejuvenate rather than rob the soil of nutrients.

Sensory Gardens: A garden designed to stimulate the senses by the use of plants as well as other natural features, such as waterfalls or ponds.

Stormwater Runoff: Excessive amounts of surface water from rain or snow that, due to impermeable surfaces (roads, parking lots, driveways, rooftops and other paved locations), isn't absorbed into the ground. The "runoff" travels into sewers and streams, often leading to flooding and polluted waterways.

Sustainable Agriculture: Farming methods that protect the environment, are economically viable, satisfy human food and fiber needs, aid and expand natural resources, and make the best use of nonrenewable resources

Vertical Farming: The practice of growing crops in vertical stacked layers rather than on a single, ground-level surface.

Sources: American Horticultural Society, Feeding America, Center for Watershed Protection, New Jersey Healthy Communities Network, Project Food Forest, Treehugger, U.S Department of Agriculture, U.S. Environmental Protection Agency

Types of Community Gardens

- **Allotment Gardens:** The most common type of community garden in the United States are ones where each gardener tends an individual planter or plot of land within the larger garden. Participation usually requires paying an annual or seasonal rent. Allotment gardens, which often include shared tools and access to water, need to establish clear rules about the responsibilities of gardeners to properly maintain their plot, harvest their food and clean up their space at the end of the season.
- **Facility Gardens:** Gardens located on the grounds of a school or business, or within a housing development, are usually restricted to members of the sponsoring location.
- **Collective Gardens:** A plot of land that is gardened by a group of people who share the work, the decision-making and the harvest. Collective gardens require a high degree of cooperation and coordination among the gardeners. The gardens are often initiated and managed by a nonprofit organization or community-based service agency.
- **Hybrid Gardens:** An approach that contains both allotment plots and shared, collective spaces.

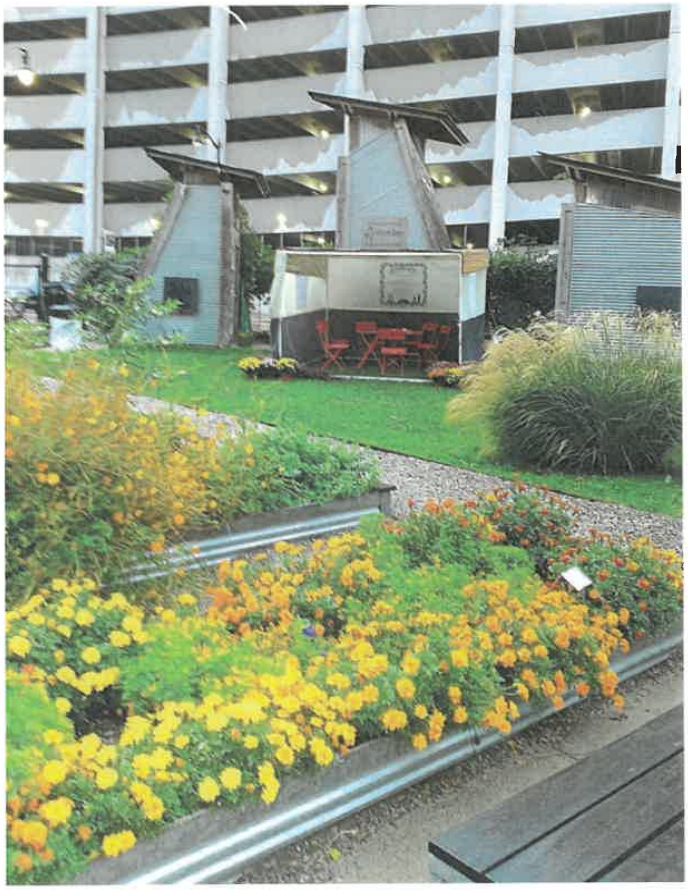
PART 1 — THE CASE FOR COMMUNITY GARDENS

Creating a Sense of Place and Community

Community gardens can be important gathering spaces and destinations for gardeners and non-gardeners alike. This is especially true in places that lack a town center or where residents don't have access to a private outdoor space.

A community garden can become the physical location for meetings or events. A garden can add to a neighborhood's appeal and vibrancy, lead to the clean up and revitalization of a vacant lot, improve safety, attract businesses and jobs, and provide a positive activity for people of all ages.

By working together in a garden, residents of different ages, experiences and incomes can share their knowledge, skills and interests in a common purpose and place. In essence, a community garden can become a community unto itself. ■



FIELD STUDIES

◀ Lafayette Greens — Detroit, Michigan
Situated in the heart of downtown Detroit, Lafayette Greens is a nearly one-acre community gathering space and pesticide-free garden containing raised-bed planters; fruit trees; a pollinator garden; and children's garden. Operated by The Greening of Detroit, a nonprofit promoting sustainable growth and healthy urban places, the garden attracts 20,000 visitors a year, many drawn to it by movement classes (yoga, African dance, tai chi), cooking demonstrations, nutrition workshops, and occasionally a wedding or other special event. Sustainability-supportive features include a water- and energy-saving drip irrigation system; bioswales to slow urban stormwater runoff; and pavers, planters and garden sheds created from repurposed materials. The garden is also a training site for the Detroit Conservation Corps, a five-week vocational training program with job placement assistance.

PHOTO FROM THE GREENING OF DETROIT



▶ Temperance Alley — Washington, D.C.

Located behind a Metro station and alongside a commercial corridor, Temperance Alley is a quarter-acre, fully enclosed plot of land that was developed in the late 19th century to provide housing for low-income Black families. Transformed in 2020 by area residents and the U Street Neighborhood Association, the lush community garden and hyperlocal hub is a temporary sanctuary. Its lease expires in late 2023, when the location will become a large, mixed-use development. Until then, the garden's "rooms" allow the alley to thrive as a source of vegetables and a year-round activity destination featuring — among other offerings — story circles in the winterized greenhouse, solstice moon-watching potlucks near the fairy gardens (one pictured here), performances on the front lawn and neighborhood meetings in the gazebo. When the gardeners and guests eventually vacate the space, Temperance Alley will live on through its connections beyond the garden's walls. The community has partnered with the developer to ensure that the new complex includes public art, open green space, seating and learning opportunities for the local elementary school. PHOTO BY SARAH DALE FOR AARP

▼ The People's Garden — Lincoln, Nebraska

Previously a vacant lot in a high crime neighborhood, the location was revitalized in 2019 with the addition of garden boxes, an arbor, signage, lighting and seating. While it was hard to recruit gardeners in the spring of 2020 due to the COVID-19 pandemic, by midyear there was more enthusiasm, including from residents of the area's Hispanic, Iraqi and Karen communities. New gardeners were mentored by experienced neighbors. A resident who was initially dismissive of the project acknowledged that the garden helped people feel safer and made them more willing to talk to their neighbors.

PHOTO FROM NEIGHBORWORKS LINCOLN.
(2020 AARP COMMUNITY CHALLENGE GRANTEE)





▲ Pike Place Market Secret Garden — Seattle, Washington

Expansive waterfront views help make the volunteer-run rooftop garden a unique and very different space than the bustling Pike Place Market located below. All produce grown — nearly 500 pounds of herbs and vegetables a year — is donated to the Pike Market Food Bank. The garden also hosts intergenerational activities for residents of the market's assisted living facility and a childcare center and preschool.

PHOTO FROM PIKE PLACE MARKET FOUNDATION.
(THE FOUNDATION AND THE PIKE MARKET FOOD BANK WERE 2019 AARP COMMUNITY CHALLENGE GRANTEES)

▼ Main Street Garden — Bowman, North Dakota

An AARP Community Challenge grant helped upgrade the Main Street Garden with the addition of accessible seating, an outdoor dining area, flowerpots and a shade structure. Residents of the small town (population 1,500) were encouraged to get involved by laying pavers and planting grass. A sign at the garden's entrance invites visitors to "pull a weed or two, and enjoy the fresh produce."

PHOTO FROM THE CITY OF BOWMAN
(2021 AARP COMMUNITY CHALLENGE GRANTEE)



PART 1 — THE CASE FOR COMMUNITY GARDENS

Promoting Health

A balanced diet includes plenty of fresh fruits and vegetables. However, millions of people lack access to fresh produce.

In 2021, 10 percent of American households were considered food insecure,[2] meaning they did not have reliable access to healthy and affordable food; 24 percent of households headed by single mothers were food insecure.[3]

At the same time, people age 60-plus have been experiencing food insecurity at higher rates than the general population. Feeding America reports that 1 in 15 older adults in America face hunger.[4]

Community gardens help supplement diets with additional and often healthier food options. For instance, a study of urban community gardeners in Michigan found that the gardeners ate, on average, 1.4 times more fruit and vegetables than non-gardeners and were much more likely to consume fresh produce at least five times daily.[5]

Digging, planting, pruning and watering are physical activities that require and can increase strength, stamina, flexibility and balance. Improvements to each reduces the risk of falls and injuries. Regular activity also improves brain function and memory, especially in older adults, and reduces the risk of diabetes and other noncommunicable diseases.[6]

Gardens that invite people of different ages, skills and abilities to participate provide older adults, people with disabilities, children and teens to enjoy a low impact form of exercise and movement.

Research also shows that spending time outdoors increases happiness and positivity, and participation in community gardening can reduce stress levels and increase self-esteem.[7] Social isolation and loneliness are known to increase the risks of both physical and mental illnesses. Community gardening can help by enabling people to get out of their homes and routines, interact with other gardeners and establish relationships that extend beyond the garden. ■

FIELD STUDIES

▼ Florence Fang Community Garden — San Francisco, California



PHOTO FROM FLORENCE FANG COMMUNITY GARDEN (2018 AARP COMMUNITY CHALLENGE GRANTEE)

When it opened in the Bayview–Hunters Point neighborhood in 2014, the garden focused on serving Asian immigrant elders and filled a need for green space and fresh food. (The community has two freeways cutting through it. In fact, the one-acre farm is located *on top* of a Caltrain tunnel. The area's poverty level was double the citywide average.) AARP funds helped expand the garden in 2018, when the fall harvest amassed nearly a ton of produce — more than half of which consisted of impressively large cauliflower (pictured). The garden has since broadened its mission to serve the community's wider ethnic and intergenerational diversity. The annual harvest, which is shared with local families in need, has increased to four tons of produce.



▶ St. Martin de Porres Center — Providence, Rhode Island

Young volunteers built accessible garden beds at the St. Martin de Porres Center, a senior services agency and facility. They also helped older adults grow and harvest healthy foods. "In many communities, fresh, healthy and affordable food is very hard to come by," explained Margaret DeVos, executive director of the Southside Community Land Trust. "The gardening space and resources help people grow fresh and healthy food for themselves, their families and their neighbors, meal after meal, year after year." (Pictured cooking rice and beans in Southside's kitchen are Ana, a community gardener, and Anini, a high school student who participates in the organization's workforce training program.) Landscaping and seating helped make the center's garden a restful shared space. As Raffini, the land trust's youth programs director, notes, seniors who can't garden can look out of the building's windows and see some beauty, while those able to visit the garden "can sit among some beautiful flowers."

PHOTO FROM SOUTHSIDE COMMUNITY LAND TRUST (2021 AARP COMMUNITY CHALLENGE GRANTEE)



▲ Amos House Community Garden — Providence, Rhode Island

The nonprofit Amos House serves people living in poverty and operates a soup kitchen. AARP grant funds helped the organization build a 900-square-foot garden to provide clients and the neighborhood with fresh food and a peaceful outdoor space. Residents of the Amos House shelter program are involved in all aspects of the garden, from harvesting to meal preparation. In the first five months of operation, the garden, which has four raised-bed planters and two raised herb containers, produced food for 15,600 meals, feeding 650 people.

PHOTO FROM AMOS HOUSE
(2019 AARP COMMUNITY CHALLENGE GRANTEE)

▶ The JOY Center — Tavernier, Florida



Health and wellness data in Monroe County (home of the Florida Keys) showed distressing rates of preventable hospital stays and premature deaths caused by injuries, depression and suicide. Staff at The JOY (Just Older Youth) Center saw a need to address both food insecurity and loneliness by enabling better connections among the area's older residents. Using an AARP Community Challenge grant and local gardening expertise, the center built elevated planters and bought seedlings. Nearly 100 community members got involved in the project. "We were able to transform a derelict, uncared for lot into a welcoming place for seniors, families and young people," the organizers told AARP. "We made new friends and gave people opportunities to be of service to others and feel valued with their contributions of time, attention and resources."

PHOTO FROM THE JOY CENTER (2018 AARP COMMUNITY CHALLENGE GRANTEE)

▶ Living Well Ramah Navajo — Ramah, New Mexico



It's hard to grow food in the arid lands that are home to the Ramah Navajo tribal community. Funding, training and other resources from the Centers for Disease Control's Good Health and Wellness in Indian Country initiative help Navajo families grow traditional foods and other produce for themselves and the community.

PHOTO FROM LIVING WELL RAMAH NAVAJO

PART 1 — THE CASE FOR COMMUNITY GARDENS

Feeding the Local Economy

Well-maintained and managed community gardens create attractive destinations in neighborhoods and business districts, enticing more foot traffic and even tourism.

That means more support for local businesses, more activity in parks and public places, more vibrancy, sustainability, and, ideally, improved livability and equity. In many ways, community gardens are a low-cost, high-value investment.

- Community gardens can incentivize walkable and transit-oriented development, serving as a destination and a connection between residential neighborhoods and business districts. Pedestrian activity bolsters local businesses and adds vibrancy to downtowns.
- Community gardens add value and have the power to increase a neighborhood's property values and a town's, city's or county's tax revenue.
- Community gardens can introduce positive change in areas struggling with safety. The removal of abandoned buildings and the cleanup and productive use of formerly overgrown lots can reduce criminal activity. Enabling and encouraging people to be out and about improves safety by providing "eyes on the street," as stated by Jane Jacobs, the pioneering urban planner, in her 1961 book *The Death and Life of Great American Cities*. The authors of a study published in the *International Journal of Environmental Research and Public Health* note that a community garden adds to the "visual guardianship" of an area.[8]
- The number of local direct-to-consumer farmers markets within the United States has quadrupled since the late 1990s.[9] Some of the items sold come from community gardens, which as examples in this publication show, provide economic benefits to communities and individuals by generating income from the food, herbs and flowers they produce. The sale of locally grown food from gardens keeps money within the local community.
- Community gardens are field-based classrooms that teach and allow people to learn or practice marketable skills such as horticulture, woodworking, irrigation, volunteer management, fundraising, urban planning, sustainability, community organizing, leadership and more. Community service agencies often use community gardens within broader rehabilitation programs for vulnerable individuals, such as veterans, people experiencing homelessness and formerly incarcerated individuals.
- Community gardens are a smart investment for cities and towns because they support cost savings in a variety of areas. (For example, the improved mental and physical health of residents may result in less spending on health care. Community gardens can help reduce policing costs by improving public safety.[10]) As an unpaved and permeable surface, gardens and similar green spaces absorb heavy rainfalls, which reduces street and sewer flooding and stormwater management expenses. More greenery also helps reduce the health impact and costs associated with air pollution and unusually high temperatures. ■

"There are several strategies for reducing crime in the U.S., and the provision of green space is one of them. Good public spaces support desirable behaviors and inappropriate public spaces provide the opportunity for increases in criminal behavior."

— International Journal of Environmental Research and Public Health [11]

FIELD STUDIES

▼ Grow Appalachia — Berea, Kentucky



An initiative of Berea College, Grow Appalachia improves access to healthy foods by supporting backyard and community gardens (see one on the back cover), providing nutrition education, and offering technical assistance to new farmers. The organization also ensures access to year-round growing systems and feeding programs for children and young people. In addition, it invests in infrastructure, such as commercial-grade community kitchens, which are shared spaces that were once common throughout the region and enable users to produce shelf-stable products that can be sold in stores and at farmers markets. In 2022, Grow Appalachia was operating in six states and over 60 counties, helping more than 6,000 families and gardeners grow 6 million pounds of organic fruits and vegetables.



PHOTOS FROM GROW APPALACHIA



▲ Detroit Black Community Food Security Network — Detroit, Michigan

Growing produce in a seven-acre garden, the nonprofit Detroit Black Community Food Security Network sells its harvest at its own farmstand and in local farmers markets. The farm stand sells produce at affordable prices and employs local residents. The network also teaches children about agriculture techniques, food security and making healthy food choices through a variety of youth-centered programs. For instance, Food N' Flava is a 16-week program that teaches teens about food systems and entrepreneurship. The Food Warriors Youth Development Program teaches younger children how to grow and use the garden's harvest. When winter moves everyone indoors, the lessons and activities focus on health and nutrition.

PHOTO FROM THE DETROIT BLACK COMMUNITY FOOD SECURITY NETWORK

▶ Capstone Community Gardens — New Orleans, Louisiana

Capstone is a small nonprofit based in the Lower Ninth Ward, a food desert that is one of the city's poorest communities — and a place well known beyond New Orleans due to the devastation it incurred in 2005 during Hurricane Katrina. With the help of volunteers, Capstone transforms vacant and poorly maintained lots into productive gardens and orchards, and teaches local residents how to start and care for their own gardens. The harvested produce (which includes oranges and lemons, pictured) is shared with the community at no or reduced cost. Income generated from the retail sale of Capstone Raw Honey supports the organization and its gardens.



PHOTO BY DAVID YOUNG

PART 1 — THE CASE FOR COMMUNITY GARDENS

Advancing Equity and Inclusion

Community gardens that are well-designed and effectively managed support access to inclusive and equitable public spaces for people of all ages, abilities, races, cultures and incomes. Inclusivity and accessibility is especially important for older adults and people with limited mobility who enjoy gardening and being outdoors. Both qualities are also important for people who don't have a yard or aren't able to care for a private garden. The tangible and structural features of an inclusive garden include:

- **Accessible Pathways:** Wide, clear, smooth pathways — and gently sloping ramps instead of steps — allow people with physical disabilities or who use mobility devices (such as wheelchairs or baby strollers) to utilize the space. To learn more about garden accessibility, see page 29 for worksheets on accessible design and other topics.
- **Amenities:** Seating and restrooms can make a garden space more useful for everyone. Lighting can improve security and enable a space to be used at night. (Being able to plant, weed and harvest during cooler temperatures after dark are especially helpful in sunny places and hot climates.)
- **Communal Spaces:** Gardens with places to gather increase opportunities for socializing and help ensure that people who might not be able to partake in the physical work of gardening can still enjoy the space and related activities (including simply watching the gardeners at work). As a communal space, a community garden can also serve as an outdoor multipurpose room for meetings, events and other gatherings.
- **Flexible Fees:** Eliminating, reducing or providing a sliding scale for membership fees — as well as reducing fee increases for members experiencing economic hardship — can remove a potential obstacle to participation, as can providing free or low-cost plants, equipment and tools. If the garden is part of a nonprofit organization, donations or grants can help fund the garden and provide tax deductions for supporters.
- **Good Real Estate and Community Relations:** As is true for real estate purchases, location matters. Working closely with the community's residents, leadership and nonprofit organizations helps to ensure that the garden both meets the community's goals and has a location that is convenient and accessible for the people who will be working in and benefiting from the space.
- **Inclusive Signage and Materials:** Wayfinding, branding and instructional signage should be useful to people with visual impairments, representative of the languages spoken in the community and considerate of neurodiverse users, such as individuals who are experiencing dementia. Likewise, any advertising, handouts, outreach, volunteer recruitment and educational programming should be mindful of language barriers and the communication needs and engagement styles of diverse populations.
- **Particular Plants:** Growing vegetables, fruits, herbs and flowers that are reflective of the needs, tastes, desires and cultural familiarity of the garden's intended beneficiaries helps to ensure that the residents will feel welcome, the plants will be cared for and the produce will be used.
- **Practical Planters:** Planting beds that are raised about 28 inches to 34 inches above the ground enables people to garden without having to bend, kneel or sit on dirt. Alternatively, such raised-bed planters can be built at a seated height, with or without built-in benches, for gardeners who use wheelchairs or prefer to garden while seated.
- **Programs for All:** A garden's programming (i.e., its trainings, special events, gatherings) are most effective when they are based on the community needs and interests and can be attended by a variety of people. Because well-tended community gardens are attractive outdoor spaces, a garden's offerings can include activities such as concerts, fitness classes, art shows or sales that have little or nothing to do with gardening. ■

FIELD STUDIES

ReGen Roots Community Farms — Hudson, New Hampshire



The ReGen Roots Community Farms program provides land and resources to low-income residents, young entrepreneurs, and refugees living in the area from Zambia and Burundi. By providing opportunities for gardening, the program enables immigrants who previously worked on farms or lived in farming communities to put their existing skills to use by planting culturally familiar foods for their families, selling what they don't need themselves and learning from other neighbors. The only requirement is that the gardeners donate 10 percent of their peak harvest to the Nashua Children's Home or Nashua Soup Kitchen.

PHOTO FROM REGEN ROOTS COMMUNITY FARMS (2021 AARP COMMUNITY CHALLENGE GRANTEE)

Riverview Tower Community Garden — Cleveland, Ohio

After gathering input from the residents of Riverview Tower, an apartment building for low-income older adults, the Cuyahoga Metropolitan Housing Authority created a garden where residents can grow their own vegetables. Built on the site of a decaying volleyball court, the garden has seating, is accessible for people with mobility differences and includes sensory areas where visitors can smell, touch and taste some of what's grown. In honor of the area's indigenous people, the space includes climbing infrastructure for a traditional "Three Sisters" garden of corn, beans and squash — crops considered to be inseparable siblings that thrive when grown together. Signage painted by tenants and community partners features welcoming messages.



PHOTO FROM CUYAHOGA METROPOLITAN HOUSING AUTHORITY (2018 AARP COMMUNITY CHALLENGE GRANTEE)

Blue Moon Community Garden — Tucson, Arizona



The Barrio Blue Moon neighborhood has always had plenty of potential gardeners. The 36-plot garden (the entrance is pictured above) is located on the grounds of Tucson House, an apartment building that is home to several hundred older and disabled residents. However, the garden's limitations — minimal shade, few places to sit and, significantly, the lack of a toilet — were obstacles to its use. An AARP grant enabled Community Gardens of Tucson, which manages 18 gardens across the city, to purchase tables, benches and pop-up shades. New raised-bed garden boxes and an improved pathway make the space more welcoming to gardeners with mobility issues. And, perhaps most exciting, the grant funded the installation of an environmentally friendly composting toilet.

PHOTO FROM COMMUNITY GARDENS OF TUCSON (2021 AARP COMMUNITY CHALLENGE GRANTEE)

Taylorsville Senior Center — Salt Lake City, Utah

The Taylorsville area has become a haven for refugees fleeing war-torn countries such as Syria, Burma and Afghanistan. In order to connect with some of the older adults from these countries, Salt Lake County Aging & Adult Services started a community garden at a senior center. AARP grant funds were used to create raised-bed planters and purchase gardening equipment that would be usable by all gardeners, regardless of skill or age.

PHOTO FROM SALT LAKE COUNTY AGING & ADULT SERVICES (2018 AARP COMMUNITY CHALLENGE GRANTEE)



PART 1 — THE CASE FOR COMMUNITY GARDENS

Growing Resilience

Shared garden spaces have the potential to strengthen the overall social and ecological resilience of a community. Social resilience represents the ability of groups or communities to cope with external stresses and disturbances (such as political or environmental incidents) and respond effectively to crises. Ecological resilience refers to the ability of natural spaces, or ecosystems, to survive despite negative disruptions.

Community gardens play an important role in both types of resiliencies by building trust among neighbors and providing the types of green infrastructure that help communities mitigate and adapt to the impacts of weather extremes, climate changes and natural disasters.

As noted throughout this publication, community gardens can bring diverse groups of people (older and younger residents, immigrants and neighbors who've never met) together to interact. In many ways, a community garden is a great equalizer where people can work toward common goals. A community where people know and care about one another is a resilient community.

In the ecological realm, a neighborhood with green space (such as a community garden) and a mature tree canopy can counter the increased temperatures — commonly referred to as the "urban heat island effect" — cities and other built-up places experience due to the high concentration of buildings and pavement. Shaded, cooler spaces are a protection against heat-related illnesses.

A community garden can also alleviate flooding by absorbing rainwater into the soil. In areas that lack green spaces, stormwater runoff from paved surfaces can quickly overwhelm streams, rivers, lakes and sewers. By absorbing rain, community gardens also prevent contaminants, pollutants and litter from infiltrating aquifers and drinking water sources.

A well-planned and -managed garden provides a beneficial habitat for plants, pollinators, bugs, birds and other animals. Under certain conditions, contaminated land that has been cleaned up and tested can be used for a cultivated garden or simply as a wild green space. Either can help restore nutrients into the soil for future uses. ■

Green Is Good

Community gardens provide ecosystem benefits by …

- absorbing rain and stormwater
- reducing flooding
- improving air quality
- capturing carbon emissions
- increasing biodiversity
- cleaning and restoring contaminated soil

FIELD STUDIES

▶ **Lifecycle Building Center — Atlanta/Clarkston, Georgia**



Fourteen "Little Free Pantries" and 10 garden beds were built out of recycled and salvaged lumber donated by the Construction Education Foundation of Georgia. The nonprofit Friends of Refugees stocked the pantries with 1,000 pounds of food. Raised-bed planters were installed in community gardens. An AARP Community Challenge grant helped the Lifecycle Building Center (pictured) create the pantries and planters and demonstrate how the construction industry can serve communities and reuse materials. PHOTO FROM LIFECYCLE BUILDING CENTER (2020 AARP COMMUNITY CHALLENGE GRANTEE) ✱

Tyler Street Community Garden — Buffalo, New York



To combat blight and the hazards of overflowing sewers due to stormwater runoff, the city launched a demolition program in the early 2000s to remove abandoned buildings. In several places, the pervious, flood-hosting surfaces were turned into water-absorbing green spaces and gardens. Created in 2013, the Tyler Street Community Garden sits on donated land that was vacant and overgrown for years after a house fire. Located near the University of Buffalo between homes usually rented by students, the lot features planters, perennial flower beds, fruit trees and a community tool chest (supported by The Tool Library, an all-volunteer nonprofit that lends home and garden equipment). The planting beds are maintained by local residents (including students), groups and businesses. The space is often used as a venue for workshops and small gatherings.



CLOCKWISE FROM TOP LEFT: THE GARDEN IN 2021, 2013 AND 2022. PHOTOS BY DARREN COTTON AND ZHI TING PHUA

El Paseo Community Garden — Chicago, Illinois

Founded in 2009, the acre-plus garden is an equitable green space protected by the land trust NeighborSpace and maintained by volunteers and donations. An AARP grant enabled the garden to partner with Human Scale, a nonprofit architectural firm, to serve older adults living in adjacent senior housing by adding El Convivio, an ADA-accessible planting and gathering space that became a much-used outdoor refuge during the height of the COVID-19 pandemic.

PHOTO FROM EL PASEO COMMUNITY GARDEN (2020 AARP COMMUNITY CHALLENGE GRANTEE)





ACOMERPR — Rincon, Orocovis, Mayaguez, Rio Grande and Ponce, Puerto Rico

The nonprofit ACOMERPR provides food and medical resources to at-risk older adults and people displaced by disasters. An AARP grant funded community gardens at several centers for older adults to help improve the community's disaster resilience. The gardens are managed by local leaders, who organize group gardening sessions. An agronomist (that's a specialist in field-crop production and soil management) visits each center to provide technical assistance.

PHOTO FROM ACOMERPR (2021 AARP COMMUNITY CHALLENGE GRANTEE)

PROJECT PROFILE

Community Engagement Creates a Community Garden

FROM THE *AARP.ORG/LIVABLE* ARCHIVE
"The Key Ingredient for Creating a New Public Space? Community Engagement" (October 2020)

Vacant" and "rubble-strewn" were terms used to describe the empty lots in the West Center City neighborhood of downtown **Wilmington, Delaware**. Although the neighborhood experienced disinvestment for decades, it is home to an engaged community of residents and business owners.

Building on years of community input and involvement, the Wilmington Alliance created a plan to turn the vacant lots into a vibrant green space. In 2015, the organization received a National Endowment for the Arts grant to plan four public spaces and host community engagement sessions about what to put in them. Among the targeted spaces was the corner of 7th and West streets — a 17,000-square-foot, nine-parcel brownfield location requiring soil removal, remediation, landscaping and more.

7th & West: A Community Green Space

"We asked residents what type of programming they were interested in to ensure there was local buy-in," explains Laura Semmelroth, the Wilmington Alliance's director of creative placemaking.

Residents said they wanted a community vegetable garden. One-third of the space is now used as a garden. The rest — which features a patio, pergola and landscaping — is an open area that can be used for gatherings.

An AARP Community Challenge grant financed a storage shed, 11 raised-bed gardens and two beds for blueberry and raspberry bushes. The shed has lighting, a community bulletin board and a countertop workspace for gardeners. The garden opened to the public in November 2019.

The Wilmington Alliance recruited a "farmer-in-residence" to engage the community and support the garden. (The farmer lives in the neighborhood, so has existing relationships with residents and local businesses.)



▲**The vacant lot before the community-driven efforts to improve the location.**



▶**Fun signage explained what was in the works and welcomed the community to their new space.**

"The farmer-in-residence has been crucial to the space's success and has really made the garden work," says Semmelroth. Once the renovation was complete, residents signed up to garden the beds. Those new to gardening could learn from the farmer and the University of Delaware's Cooperative Extension program.

The 7th & West park is a welcoming, green and healthful public space where the community can enjoy both planned events and spur-of-the-moment activities, giving the area, Semmelroth notes, "the gathering spot it has long craved. The increase in livability has had a dramatic effect on residents, especially older adults who might have been socially isolated due to a fear of crime."

Semmelroth says the AARP grant helped the garden receive grants from other sources. One such grant funded the park's pergola and helped the alliance acquire the funding it needed to complete the entire $1.3 million project.

Advice for Doing the Same

First and foremost, change has to come from residents, and building trust is critical, says Semmelroth. "If I hadn't walked and talked this neighborhood for years, we would have never gotten the input and buy-in from residents." She notes that the garden and programming were requested by people who live in the neighborhood.

Partnerships with local organizations, as well as the city and state governments, also helped make the park possible. "The city has been a great and supportive partner, and the state was a huge partner, because we had to redevelop a brownfield," she says.

The best part of the project for other communities to replicate, Semmelroth says, is the farmer-in-residence. "The farmer is the cheerleader and guide for first-time gardeners. The farmer teaches people how to plant, when to harvest, what to cook — and the farmer can console the new gardeners when things don't quite grow as planned." ■



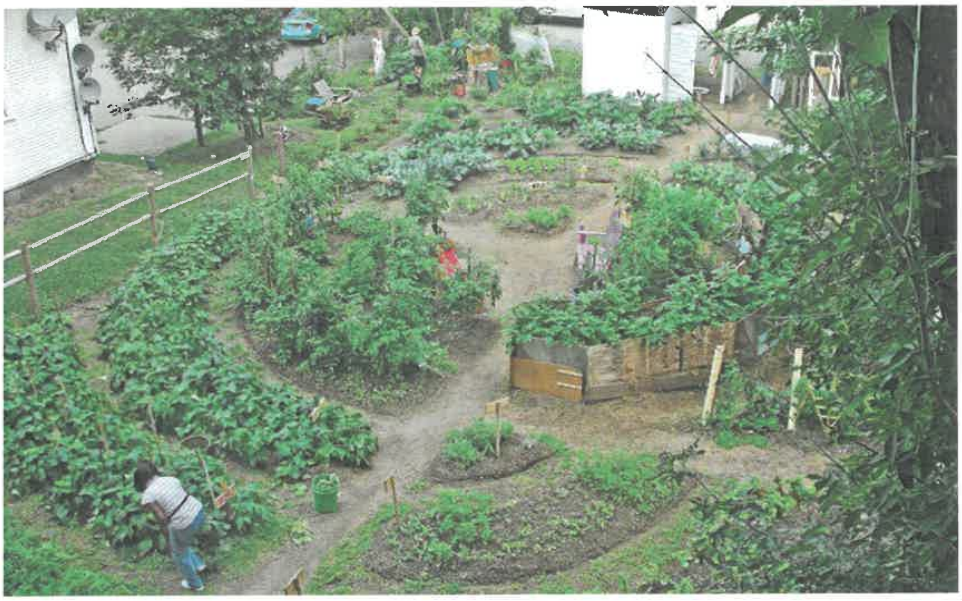




◀▲ **"The highlight of the project has been the positive community reaction," says Laura Semmelroth of the Wilmington Alliance. "The green space has been a staple in the community, and the neighbors have embraced the opportunities the garden presents."**

PHOTOS BY LAURA SEMMELROTH (5)

Read another Project Profile ▶



An aerial view of the Summer Street community garden in Newport, Vermont.

PHOTOS COURTESY FRESH START COMMUNITY FARM

PROJECT PROFILE

Planting, Maintaining and Managing an Intergenerational Community Garden

FROM THE *AARP.ORG/LIVABLE* ARCHIVE
***"How to Create, Maintain and Manage an Intergenerational Community Garden"* (April 2015)**

Fresh produce can be hard to come by for many people in **Newport, Vermont**. That reality may seem incongruous, considering the state is a very green and largely rural place.

But the Northeast Kingdom, a remote three-county region in the northeastern corner of the state, is different from the rest of the Vermont.

Unemployment in Newport (population 4,700) is among the highest in the state, and 1 in 4 residents are 65 or older. According to the U.S. Department of Agriculture's Food Access Research Atlas, Newport is an area where a significant number of residents have limited access to a vehicle and are more than 20 miles from the nearest grocery store.

Helping People Grow the Food They Need

The Fresh Start Community Farm sprouted in 2011, inspired by a survey about the challenges the community was facing and what it would like to have in the neighborhood. Fresh food was among the top responses.

Due to the city's very northern location, the garden is limited to a three-month summer growing season. Fundraisers and planning meetings occur in the winter. Seedlings are planted indoors in the spring before being transferred to a garden location, one of which is on the lawn of a local medical office. "The business is happy to not have to mow the grass," says Jennifer Leithead, a farm board member.

The Fresh Start board and garden managers coordinate the garden locations and choose what to plant based on what will grow best in each spot. "Once we get past the winter, the mud season, and the garden prep and planting, we weed and wait," Leithead explains. "When the fruits, vegetables and herbs we planted start coming in, we have a weekly harvest."

Different people are responsible for harvesting different gardens. Volunteers can work at any of the sites and keep a record of their time. The collected produce first goes to the volunteers who worked that week. Leftovers are donated to local service organizations and food banks.

Listening and Learning

Before launching the garden, a planning team went door to door to each of the houses on the neighboring streets to ask residents their thoughts, needs and desires for the community.

"Most people were enthusiastic about the garden, but we heard two additional needs the loudest," says Leithead. "The community wanted safe places for children to play and seniors to enjoy, and they also wanted a solution to the dog and cat excrement that was littering the streets. While we weren't able to do much about the litter specifically, we did set aside a third of the Summer Street garden space for play and leisure activities. The landowner bought a swing set and sandbox and provided a portion of a needed fence. We received two picnic tables as donations, and the local Rotary Club donated $500, which we used to purchase the rest of the fence."

The Summer Street garden is designed in concentric rings around a central gathering place. (See the image at left.) The main paths are wide enough to be wheelchair accessible. Raised planting beds were funded by AARP Vermont.

Managing Skeptics

The community garden was the idea of Newport's zoning administrator, who applied for and received a municipal planning grant from the state of Vermont. In 2011, he hired a planning team of three people representing a local farm-to-school organization and a local community action agency.

"At first many people in city leadership and some local business owners were skeptical of the project, but it didn't take them long to see its value," says Patricia Sears, a community advocate and a former president of AARP Vermont. Several critics became vocal supporters, she adds. "The local mail carrier is a big supporter, having walked Newport's streets for years and seen the visible difference between Summer Street and its neighboring streets."

Sears and Leithead report that "almost immediately after we started the garden, residents began picking up litter, raking lawns and planting flowers." The garden's landowner recognized the value of the garden to the neighborhood. The police noticed a downturn in the number of calls to the area.

An Added Benefit

Since the Summer Street garden is located in a neighborhood with lots of children and several older adults nearby, including at an adult day care center, the Fresh Start board "jumped at the chance," per Sears and Leithead, to connect the generations by having them work on the garden together.

"Older adults who grew up on farms talk to younger people about that experience, and kids are seriously interested in the stories," Sears says. "While younger people do the manual labor, like the digging and weeding, older people grow the seeds in their homes over the winter and instruct the kids on how to care for the plants. A pride has developed in the neighborhood, and the people are taking care of one another." ■







◀ From top: The Gardner Park garden; a portion of one week's harvest; a neighborhood party at the Summer Street location.

PHOTOS COURTESY FRESH START COMMUNITY FARM

*Newport, Vermont, joined the AARP Network of Age-Friendly States and Communities in 2012

PART 2: GARDENING 'TOOLS'

Building a Community Garden

Before planting even one seed, garden organizers need to have answers to these questions:

- Does the community need and want a garden?
- Who is the garden for?
- What goals will the garden help achieve?
- What will the garden produce?
- How will the garden be harvested — and how will the harvest be distributed?
- How will the community be involved in planning, creating and maintaining the garden?

This section of ***Creating Community Gardens for People of All Ages*** addresses the planning, preparation and assessment work involved in community gardening. Since every garden project is different, this guide does not provide a sequence of events or steps. However, each of the following To-Do's will likely occur at some point during the garden's timeline. ■



▲ **Shakopee Community Garden — Shakopee, Minnesota**

When an established community garden on the edge of the suburban city was displaced to make way for a commercial development, the local government and public utility provided land to reestablish the garden in a more visible and centrally located lot. The 4-by-8-foot planting beds are used by a service agency for its food shelf and can be rented by community members for $30 a season.

PHOTO FROM THE CITY OF SHAKOPEE (2021 AARP COMMUNITY CHALLENGE GRANTEE)

To-Do: Reach Out

Some of the outreach work will be done as part of planning the garden. Other outreach efforts will take place after the initial planning, once there is information to share or questions to ask.

Keep in mind that a diversity of perspectives won't be gathered if every community engagement effort happens at, for instance, 2 p.m. on a Tuesday. Different groups and individuals will require different types of outreach. Varying the meeting times and places is important, as is having a virtual option.

DO: Assemble a core team of stakeholders who can move the project forward. These people can be found through:

- **Engaging Partners:** Join forces with respected organizations that have a similar mission, even if they are not garden focused.
- **Engaging Activities:** Participate in public events to distribute or display information about the garden. Host a gathering where potential volunteers can learn about the project.
- **Engaging Places:** In addition to (and sometimes instead of) social media, promote the garden through and at libraries, community centers, shopping and dining districts, residences for older adults, transit locations and schools.

The project's core team might benefit from involving a local government representative, a respected community leader, and/or an experienced gardener or horticulturalist. Assess what each potential core team member can bring to the table — and who might be missing. (Does the team reflect the demographics and lived experience of the community being served?)

TIP: Download the ***Creating a Core Team*** worksheet (and all other worksheets mentioned in this section) from ***AARP.org/CommunityGardens***.



◀ Food Is Free — Tacoma, Washington

Food independence gardens (also known as FIGs) are often planted along walkways and are geared toward decreasing food insecurity. They can provide fresh food in food deserts and foster connections among neighbors.

PHOTO FROM FOOD IS FREE TACOMA (2021 AARP COMMUNITY CHALLENGE GRANTEE)

To-Do: Set Goals

Community gardens can help solve problems and support policy goals. What will the garden project achieve? Garden goals might include:

Creating a sense of place and community by ...

- Serving as a community gathering space and fostering social connection
- Developing intergenerational collaborations
- Encouraging volunteerism and leadership
- Creating a local landmark and point of pride

Improve individual and community health by ...

- Recognizing and combating food insecurity
- Increasing access to fresh foods
- Providing residents with a safe outdoor space where they can be active and engaged
- Establishing a peaceful, natural location where people of all ages can spend time outdoors

Advance equity and inclusion by ...

- Being accessible and welcoming to people of all ages, abilities, cultures, incomes and backgrounds
- Growing culturally familiar produce that aligns with the preferences of people in the community
- Hosting events and promoting opportunities that encourage people to socialize and learn

Support economic development by ...

- Beautifying and revitalizing an area without displacing residents
- Providing local employment and skill-building opportunities
- Championing local businesses
- Inspiring entrepreneurs to open shops, restaurants or offices
- Promoting walkable and transit-oriented development that connects residential and commercial areas

Improve community resilience by ...

- Teaching sustainable gardening practices
- Increasing green space
- Growing food locally
- Facilitating connections between neighbors

DO: Brainstorm with others about what a garden can help the community accomplish.

TIP: Download the ***SMART Goal Setting*** worksheet.

To-Do: Write Mission and Vision Statements

The terms appear to be interchangable but they aren't.

- **Mission Statement:** Written in the present tense, it explains the project's purpose.
- **Vision Statement:** Written in the future tense, it is an aspirational (but realistic) declaration about what the project will achieve.

Both statements can be useful for inspiring the project's core team and the community.

DO: Get participants thinking by asking them to complete a statement, such as:

"Our community garden is a place where ..." or *"Our community garden will be a place where ..."*

Then craft statements that represent a collective description of and aspiration for the project.

TIP: Download the ***Write Mission and Vision Statements*** worksheet.

To-Do: Make Assignments

Keeping people engaged in a gardening project can be a challenge precisely because gardening is both challenging and *slow.* Plants take time to grow. And the results of hard work can disappear in a moment due to a gust of wind, too much or too little sun or rain, or visits from hungry critters.

Keep the lines of communication open between the core team and the broader community of supporters and volunteers. Have an open door policy. People should feel welcome to participate even if they can't attend every meeting or event.

DO: Establish clear and transparent decision-making processes; projected timelines; and near-, mid- and long-term goals. Provide a framework for the roles and responsibilities of each team member or position.

TIP: Download the ***Partnership Agreement Checklist***, the ***Member/Volunteer Agreement Checklist*** and the ***Take Action*** worksheet.

To-Do: Map the Assets

Every community has unique assets that can be mobilized to make a community garden a reality. These include:

- **Physical Assets:** land (especially vacant lots), buildings, equipment, plants, streets, and other tangible infrastructure and features
- **Institutional Assets:** universities and colleges, nonprofit organizations, government offices, service agencies, chambers of commerce, schools, local businesses, and community improvement associations
- **Community Assets:** neighborhood, civic and/or homeowner associations, local media, social media–based pages or groups
- **Cultural Assets:** art and performance venues, clubs and groups (such as those related to academics, sports, heritage, hobbies)

DO: Map the community assets through a group brainstorm, during which attendees can gather and make a list of possible partners and helpful programs. Organize the ideas during the session by placing sticky notes on a wall or by writing the name of each category and asset on a whiteboard.

TIP: Download the ***Asset Mapping*** worksheet.



◀ Palmer Senior Center — Palmer, Alaska

Planting beds with a 12-inch platform along the edges enable people to sit while gardening.

PHOTO FROM UNIVERSITY OF ALASKA FAIRBANKS (2020 AARP COMMUNITY CHALLENGE GRANTEE)



◀ Highland Park Senior Apartments — Richmond, Virginia

Garden at Home, Grow With Your Neighbors is an intergenerational program that beautifies the Green Park neighborhood and enables older adults with gardening skills to connect with people who want to garden. Raised garden boxes were built by local young people and make it easier for older mentors to garden and teach interested participants.

PHOTO FROM THE GREATER RICHMOND AGE WAVE COALITION (2018 AARP COMMUNITY CHALLENGE GRANTEE)

To-Do: Select a Site

The location of a community garden can have big implications for the longevity of the project and who is likely to get involved. When selecting a location, consider the following factors and variables:

- **Access:** Is the site ADA accessible and usable by people with differing abilities? Can the location be accessed by a person using a wheelchair or pushing a stroller?
- **Access to Food:** Do area residents have access to fresh foods and grocery stores? Could a garden help fill any gaps?
- **Amenities:** Does or can the space have seating, shade, protection from the elements, public restrooms, a drinking fountain, etc.? What will be needed in order to create and/or maintain such facilities?
- **Assets:** Does the location leverage helpful community assets (such as those noted in the "Map the Assets" to-do)?
- **Current Uses:** What is the land being used for now? What will be needed to transform it into a garden space? Will the work require permits for removing or renovating existing structures or building new ones? Could land not typically considered for a garden be creatively repurposed?
- **Equity:** Does the location maximize access to the project, including for marginalized populations and people with mobility limitations?
- **Goals:** Does the location help meet all, or even some, of the project's goals?
- **Ownership:** Is the land privately or publicly owned? Is a community garden legally allowed on the site? Will it be easy to negotiate a lease or sale? What is the long-term outlook for the site?
- **Size:** Is the site large enough to accommodate the garden as well as storage for tools? Might the space be too large to properly maintain?
- **Suitability:** Does the location have adequate physical conditions to grow the desired plants? Is there access to a water source? What is the quality of the soil? Is it contaminated? Does the soil need to be remediated? Is the site mostly flat or is there a significant slope or grade that will make gardening difficult?
- **Transportation:** How will people get to the garden? Is the location accessible by foot, bicycle or public transit? For drivers, are there places to park?
- **Zoning:** Does the site's zoning allow for community garden uses?

DO: Make a short list of potential sites for the community garden. Assess the list in terms of the specific criteria of the project goals.

TIP: Download the ***Site Selection*** worksheet.

To-Do: Get Into the Details

Start making a list and checking it twice. List the equipment (shovels, wheelbarrows, wagons, hoses, trellises, soil, etc.) and other elements (fencing, seating, shade, storage, raised-bed planters, water, etc.) that will need to be purchased or acquired through donations.

DO: Determine what's needed, how it will be acquired and by whom.

TIP: Download the ***Design and Supplies Checklist***.

To-Do: Assess Accessibility

Just as there is no one-size-fits-all formula for planning and planting a community garden, there are many ways to make a gardening space inviting and accessible for all gardeners.

DO: Research and make informed choices related to:

- paths and walkways
- ramps and handrails
- seating
- shade and protection from rain and wind
- soil, seeds and plants
- storage
- planting beds and planters
- tools and equipment
- water and irrigation
- community spaces
- miscellaneous amenities

TIP: Download the ***Accessibility Checklist***.

To-Do: Secure Support

Having the approval and assistance of local officials or business leaders isn't always necessary, but prominent community members can provide valuable insight, feedback and influence.

- **Obtaining Land:** Support from local leaders is helpful for securing public or municipal land for a project. Local officials can explain and help navigate city policies such as zoning that dictate access to publicly regulated spaces. They can also be useful advocates if negotiations are difficult.
- **Funding:** Having the approval of government officials or business leaders can be helpful when seeking grant funding or donations. Their support can often give credibility to a project or initiative.
- **Partners:** The involvement of respected local leaders can bring new partners into a working group, bolster outreach efforts and attract good attention to the project.

DO: Engage the community's local leaders by:

- Explaining the project
- Highlighting the importance and value-add of the project to community members
- Informing them of prominent supporters
- Making a specific request for their help
- Showing how the project can help reach community goals or contribute to local programs

TIP: Download the ***Seeking and Securing Support*** worksheet. ■

To-Do: *Start Digging and Planting!*



Teach Me to Grow Healthy Intergenerational Community Garden — Reno, Nevada

In an area with a large indigenous population, organizers use eco-safe and traditional farming techniques to reclaim "ancestral foods that typify the pre-Columbian lifestyle," says the Center for Healthy Aging, a nonprofit working to improve "the quality of life for elders." The hoop house hosts raised-bed planters and there's a greenhouse for seeds and starter plants.

PHOTO FROM THE CENTER FOR HEALTHY AGING (2021 AARP COMMUNITY CHALLENGE GRANTEE)

St. Michael's Community Gardens — Delaware, Ohio

Community partners and volunteers worked with residents of an apartment complex for older adults and people with physical disabilities to create a garden and accessible space for outdoor activities. The painted rocks shared positive messages and identified what was planted in the garden.

PHOTO FROM AGE-FRIENDLY DELAWARE COUNTY (2021 AARP COMMUNITY CHALLENGE GRANTEE)







Dena'Ina Wellness Center — Kenai, Alaska

The Kenaitze Indian Tribe was federally recognized as a sovereign, independent nation in 1971 under the Indian Reorganization Act, as amended for Alaska. Today, more than 1,900 tribal members live across the Kenai Peninsula and beyond. Assisted by funds from a 2018 AARP Community Challenge grant, the tribe invested in six raised-bed planters (one pictured at bottom left) for the Dena'ina Wellness Center, an integrated health care facility that provides a full range of medical, dental and behavioral services. The outdoor gardening beds complement the work that is done inside the center's greenhouse (top left). Signage displays each plant's Dena'ina name, the term's translation into English, and information about the plant's use. Reclaiming, preserving and highlighting the Dena'ina language through the signage helps to educate members and guests about the tribe's culture and relationship to the land, in which reciprocity and sustainability are valued over extraction.

PHOTOS FROM THE KENAITZE INDIAN TRIBE (2018 AARP COMMUNITY CHALLENGE GRANTEE)

PART 2: GARDENING 'TOOLS'

Gardening Guidance

The advice in this section comes into play after the garden has been successfully planned and planted. *Congratulations!*

Is the Garden a Success?

Success doesn't have to mean the garden produced a strong harvest. It can mean that the garden generated community involvement, became a gathering spot or helped get people involved.

Be sure to have a definition of *success*, as defined by the garden's leadership or stakeholders.

But regardless of whether a garden has a good year or not, it's useful to know what works or doesn't and why. Metrics (or data points) can help inform and support the assessment. Another benefit of measuring success is that the results can inform and confirm decisions and be a guide when adjustments are needed.

Following are examples of garden goals and possible evaluation metrics:

GOAL: *Increase community connections and cohesion*

MEASUREMENTS:
- available volunteers
- volunteer hours served
- number of partnerships

GOAL: *Provide access to healthy food*

MEASUREMENTS:
- amount of food grown and harvested
- amount of food distributed to volunteers
- amount of food distributed to the community
- number of individuals and households served

TIP: Download the ***Measuring Success*** worksheet.



▲ **Pilgrim Rest Baptist Church — Greenville, Mississippi**

In an area lacking consistent access to fresh vegetables, the church's community garden supplies fresh produce to low- and moderate-income families. An AARP grant funded new fencing and a hoop–style greenhouse (see it on the back cover) for year-round growing.



▲ **Underground Railroad Education Center — Albany, New York**

The center's AARP-funded tunnel greenhouse is used by the Sow We Grow program, which teams up young and older adults to raise and distribute fresh produce to area households in what is largely a food desert. The structure enables the gardeners to plant throughout the winter.

PHOTOS FROM THE PILGRIM REST BAPTIST CHURCH AND THE UNDERGROUND RAILROAD EDUCATION CENTER (2020 AARP COMMUNITY CHALLENGE GRANTEES)

People Skills

In addition to the work of fundraising, planting, harvesting, maintaining supplies, controlling insects, diagnosing plant diseases and coordinating events, there is the work of managing volunteers.

"We've learned a lot of lessons about working with volunteers, about having to do damage control when helpers behave inappropriately, don't follow growing instructions or, occasionally, steal from the gardens," Jennifer Leithead, a community garden board member in Vermont (see page 16), shared with AARP. "When we started, we didn't have a garden contract or guidelines in place, so we had no recourse or consequences when participants acted in ways contrary to what was best for the program."

Rules and requirements

Having a clear understanding of the duties of the garden leaders, gardening volunteers and any paid staff is an important part of a garden's management — as is establishing clear guidelines for sharing the physical space.

Some community gardens or farms simply post rules for all workers and volunteers. Some take a more formal approach and require gardeners to sign an agreement, releasing organizers from liability and ensuring that all garden users and volunteers abide by the same norms and rules.

Shared-use agreements and no- or low-rent leases are a useful way to ensure that members of an allotment garden properly maintain their plants and respect the communal areas and the plots of the other gardeners.

(Note: A similar but different type of shared-use agreement might be made between, for instance, a sponsoring nonprofit and the owner of the land or facility hosting the community garden.)

The garden program in Vermont wound up asking its volunteers to sign a contract outlining the garden's expectations. It also displayed the rules at each site. Both the signage and the signed paperwork spell out the liabilities and expectations of the volunteers. The agreements also outline the consequences of noncompliance.

Leading volunteers

"Working with volunteers is very, very different from working in business," Leithead noted. "Our volunteers are our main strength, and we firmly believe everyone has a part to play and something to add. However, as with any project or organization, people can throw some curveballs. Diplomacy in the leadership is absolutely key."

A piece of advice: "Never tell a volunteer no for an idea they've had, no matter how terrible it is," Leithead advised. "It's important to keep that volunteer interested — their passion is very much needed. Learning how to respond to a bad idea is an important lesson. Instead of saying, "No, that's terrible," say something like 'That's a good idea, but it won't really work for us because — fill in the blank. How about — fill in the blank — instead?' Redirecting someone's passion and energy and working with them goes a long way in keeping volunteers excited."

TIP: Download the ***Member/Volunteer Agreement Checklist.***



▲ **Rob and Melani Walton Urban Farm — Phoenix, Arizona**

Managed by the Society of St. Vincent de Paul, the farm provides produce for the service organization's central kitchen, which prepares food boxes and hot meals for people in need. AARP Community Challenge funds helped create waist-high, raised-bed planters. Shade trees and benches were added to better serve the garden's older volunteers and people with disabilities.

PHOTO FROM SOCIETY OF ST. VINCENT DE PAUL (2020 AARP COMMUNITY CHALLENGE GRANTEE)

Public Policies, Land Use and Zoning

It's not uncommon for a community gardening initiative to encounter land use challenges, legal obstacles and generalized pushback against change.

The following policies and models can enable a neighborhood to evolve and improve and do so in a way that benefits both current and future residents:

- **Community Benefits Agreement (CBA)**
  A CBA outlines the specific benefits a community will receive from a given development project. Such agreements have been used to provide or protect housing that's affordable, support local workforce development, and make public realm improvements.

- **Community Land Trust**
  Community land trusts, often rooted in racial justice principles, are typically created by groups of residents and community leaders who organize to build a nonprofit corporation that owns and preserves land for the benefit of the community.

- **Inclusionary Zoning**
  Enacted through municipal and county planning ordinances, inclusionary zoning requires that a certain percentage of new construction or renovation projects include housing that is affordable for people with low to moderate incomes.

Other ways to protect and support multiple stakeholders include community organizing and coalition building. For instance, a coalition of anti-displacement groups can strengthen a community's ability to advocate for equitable development.

Rules, restrictions and resources at the local, state or even federal government level can help or hinder the ability of a community garden to thrive. The knowledge gained by researching the policy context (zoning and other types of ordinances, bylaws and comprehensive plans) of a particular place can be critical to understanding and advancing a community gardening project.

In Cleveland, Ohio, advocates secured a zoning code change in support of community gardens. Following are the opening lines of the 2007 addition to the city's code of ordinances:

"The 'Urban Garden District' is hereby established as part of the Zoning Code to ensure that urban garden areas are appropriately located and protected to meet needs for local food production, community health, community education, garden-related job training, environmental enhancement, preservation of green space, and community enjoyment on sites for which urban gardens represent the highest and best use for the community." ■

▶ **The Hindu Temple of Central Florida — Casselberry, Florida**

IDEAS for Us is a nonprofit and accredited nongovernmental organization of the United Nations that develops global environmental solutions through local action related to energy, water, food, waste and ecology. An AARP grant helped the organization create pollinator gardens at the temple, which is an active community center featuring magnolia trees and 250 native plants that support the needs and diversity of local wildlife.

PHOTO FROM IDEAS FOR US
(2021 AARP COMMUNITY CHALLENGE GRANTEE)



A Few More Garden Views





▲▶ **Sprout City Farms — Denver, Jefferson and Boulder counties, Colorado**

Established by a group of farmers, researchers, teachers, business leaders and community members, Sprout City Farms increases food access and community resiliency by farming underutilized urban land and providing communities with pay-what-you-can farm stands. E-bicycle-powered "Sprout 'n About" veggie mobiles help bring fresh produce to the people.



PHOTO FROM SPROUT CITY FARMS (2021 AARP COMMUNITY CHALLENGE GRANTEE)



▲ **The Children's Garden — Rochester, New York**

A program of the nonprofit PathStone Corporation, the Marketview Heights Collective Action Project was created to identify volunteers who would work to improve the neighborhoods they live in. The Children's Garden (seen here and on the back cover) was established as part of that effort. Fresh, pesticide-free produce, including collard greens, cucumbers, cilantro, tomatoes, peppers, herbs, beans, and even tea leaves and bananas are harvested from the garden and given to people in need.

PHOTO FROM THE CHILDREN'S GARDEN



▲ **International Garden — Greensboro, North Carolina**

The Creativity as a Catalyst for Inclusion project is transforming a 10-acre campus into a hub of multicultural and intergenerational art, community gardening and environmental stewardship. Activities for all ages include lessons in how to make herbal tea, smoothies and even birdhouses out of gourds.

PHOTO FROM THE CREATIVE AGING NETWORK NC (2021 AARP COMMUNITY CHALLENGE GRANTEE)

Continued ▶

▼ **Urban Farming Institute Grow Box Initiative — Boston, Dorchester, Mattapan and Roxbury, Massachusetts**

The Urban Farming Institute manages community farms and acquires and transforms neglected land, with the goal of creating a "deep and distributed farming network, in which any location can be a place where food is grown for local consumption, local sales and local distribution." The importance of growing food locally was reinforced by the supply chain backups and economic insecurity that resulted from the COVID-19 pandemic. Recognizing the need for people living in food deserts to be able to grow at least a portion of their own food at home, the institute used an AARP grant to provide households with raised bed "Grow Boxes" and access to seedings and lessons about growing, harvesting and preparing meals with fresh fruits and vegetables. The square-foot-gardening method pictured below is especially useful for small yards and gardeners who don't have the skills, strength or time to care for in-ground garden beds.



PHOTO FROM THE URBAN FARMING INSTITUTE OF BOSTON (2021 AARP COMMUNITY CHALLENGE GRANTEE)



▲ **Cascadian Terrace Garden — Portland, Oregon**

Cascadian Terrace is a gated, low-rise apartment complex that provides affordable housing for people of all ages, including many older adults and people with disabilities. A grant from AARP Oregon helped the nonprofits Growing Gardens and EngAGE create accessible gardening beds, and buy a shed and supply it with ergonomically designed gardening equipment, including easy-use shovels and gardening kneeler seats.

PHOTO BY LAURA SPIDEL , CASCADIAN TERRACE APARTMENTS

More Garden 'Supplies'

These resources can be helpful when planning, advocating for, creating or managing a community garden.

- **American Community Gardening Association:** *CommunityGarden.org*
- **American Society of Landscape Architects:** *ASLA.org*
- **Extension Master Gardener:** *MasterGardener.extension.org*
- **Growing Food Connection — Local Government Food Policy Database:** *GrowingFoodConnections.org*
- **National Recreation and Parks Association — Community and Home Gardening:** *NRPA.org*
- **North Carolina State University Extension — Community Garden Program:** *NCCommunityGardens.ces.ncsu.edu*
- **U.S. Department of Agriculture — Food Access Research Atlas:** *ERS.USDA.gov/data-products/food-access-research-atlas*
- **U.S. Department of Agriculture — National Agriculture Library:** *NAL.USDA.gov/plant-production-gardening*

Worksheets

Visit ***AARP.org/CommunityGardens*** to download the following worksheets, fact sheets and checklists:

1. **Creating a Core Team**
2. **SMART Goal Setting**
3. **Write Mission and Vision Statements**
4. **Take Action**
5. **Asset Mapping**
6. **Site Selection**
7. **Design and Supplies Checklist**
8. **Accessibility Checklist**
9. **Seeking and Securing Support**
10. **Partnership Agreement Checklist**
11. **Member/Volunteer Agreement Checklist**
12. **Measuring Success**

AARP Community Challenge

Most of the gardens pictured in this publication were created or enhanced with support from the AARP Community Challenge. Part of the AARP Livable Communities initiative, the annual grant program enables communities to make immediate improvements and jump-start long-term progress in support of residents of all ages. Local governments and nonprofit organizations are eligible to apply: ***AARP.org/CommunityChallenge***

AARP Livable Communities e-Newsletter

Stay informed about the AARP Community Challenge and the release of new publications, programs and articles by subscribing to our free, weekly, award-winning newsletter: ***AARP.org/LivableSubscribe***

Free Publications You May Also Like

- ***AARP Pop-Up Placemaking Tool Kit:*** *AARP.org/Livable*
- ***Addressing Homelessness in Parks: An Inclusive Practices Guide:*** *880Cities.org*
- ***Creating Parks and Public Spaces for People of All Ages:*** *AARP.org/Livable*
- ***Enabling Better Places: A Handbook for Improved Neighborhoods:*** *AARP.org/Livable*
- ***Winter Placemaking Guide:*** *880Cities.org*

Endnotes:

1 "Community Gardening and Community Development: Individual, Social and Community Benefits of a Community Conservation Program," *Journal of Community Practice* (2009), *doi.org/10.1080/10705420903299961*

2 *https://www.ers.usda.gov/data-products/ag-and-food-statistics-charting-the-essentials/food-security-and-nutrition-assistance*

3 *https://www.feedingamerica.org/hunger-in-america/child-hunger-facts*

4 *https://www.feedingamerica.org/hunger-in-america/senior-hunger-facts*

5 "Fruit and Vegetable Intake Among Urban Community Gardeners," *Journal of Nutrition Education and Behavior* (2008), *doi.org/10.1016/j.jneb.2006.12.003. PMID: 18314085*

6 *https://www.cdc.gov/chronicdisease/resources/infographic/physical-activity.htm*

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8 "The Impact of Green Space on Violent Crime in Urban Environments: An Evidence Synthesis," *International Journal of Environmental Research and Public Health* (2019), *doi.org/10.3390/ijerph16245119*

9 "More Than Food: The Social Benefits of Localized Urban Food Systems," *Frontiers in Sustainable Food Systems* (2020), *doi.org/10.3389/fsufs.2020.534219*

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Creating Community Gardens for People of All Ages

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Creating Community Gardens for People of All Ages



Greenville, Mississippi (page 24)



Rochester, New York (page 27)



Delaware, Ohio (page 23)



Berea, Kentucky (page 9)

A tool kit for neighbors and local leaders

Creating Community Gardens for People of All Ages can help elected officials, government staff, nonprofit organizations and neighbors in all sorts of places build and sustain community gardens as inclusive, intergenerational outdoor spaces.

A community garden can improve the health of residents, foster economic development, combat social isolation, relieve food insecurity, improve public safety, encourage inclusion and enhance community connectedness. By encouraging physical activity, engagement and socializing, community gardens support healthy aging and help foster resiliency for people and places. Community gardens can also help revitalize neighborhoods and incentivize the development of more walkable and transit-oriented places

This publication explains the value of community gardens, provides guidance about starting and sustaining such gardens, and shares examples and suggestions for related public policies and programs.

Stay Informed: Learn about our new publications and other programs by subscribing to the free, weekly *AARP Livable Communities e-Newsletter*: ***AARP.org/LivableSubscribe***.



Detroit, Michigan (page 4)

Learn More: Find information and inspiration for local leaders, and learn about the AARP Livable Communities initiative: ***AARP.org/Livable***.

Get Gardening!
Order this publication in print or download the PDF — and find worksheets, checklists and more: ***AARP.org/CommunityGardens***.

D20823

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-54 (Approving Consulting Services Agreement with Civic Consulting Group, LLC)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager KH

TODAY'S DATE: March 19, 2026

MEETING DATE: March 23, 2026

BACKGROUND: The City of Atlantic Beach has long operated under an Interlocal Agreement (ILA) with the Consolidated City of Jacksonville (COJ) regarding the delivery of municipal services and the allocation of tax revenues. To ensure fiscal transparency and equity for residents, staff identified a need for a professional, independent review of the current ILA structure.

Following the issuance of RFP 26-01, Civic Consulting Group, LLC (CCG) was selected to perform a comprehensive forensic fiscal analysis. Recognizing the mutual benefit of establishing an independent "source of truth" for future negotiations, the City of Atlantic Beach and the City of Jacksonville have agreed to equally share the professional fees associated with this study.

DISCUSSION: The proposed agreement outlines a specialized scope of services, including:

- **Forensic Fiscal Analysis:** Identifying cost disparities in existing service models.
- **Millage & Tax Analysis:** Modeling the impact of transitioning from fixed-rate differentials to service-cost formulas.
- **Service Audits:** Specifically reviewing Fire & Rescue, 9-1-1 fees, and solid waste tipping fees.
- **Draft Interlocal Agreement:** Submitting a "legal-ready" document.

The project will follow an eight-month lifecycle. By splitting the costs with the City of Jacksonville, both municipalities demonstrate a commitment to a collaborative and data-driven approach to modernizing the ILA.

STAFF RECOMMENDATION: Staff recommends the City Commission approve the agreement with Civic Consulting Group, LLC and authorize the cost-sharing arrangement with the City of Jacksonville.

BUDGET IMPACT: The total fee for this project is $89,150.00. Per the cost-sharing agreement, the City of Atlantic Beach's obligation is 50% of the total, amounting to $44,575. The City of Atlantic Beach's likely source will be from the City's Fund Balance via a budget amendment, although funds may be allocated from the current Fiscal Year 2025-26 operating budget.

COMMUNITY OUTREACH:

- Website
- E-Newsletter

RECOMMENDATION: Adopt Resolution No. 26-54

ATTACHMENTS:

- Resolution No. 26-54
- Draft Consulting Services Agreement
- Civic Consulting Proposal

REVIEWED BY CITY MANAGER:



RESOLUTION NO. 26-54

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH CIVIC CONSULTING GROUP, LLC FOR THE REVIEW AND DEVELOPMENT OF THE INTERLOCAL AGREEMENT (RFP 26-01); AUTHORIZING A COST-SHARING ARRANGEMENT WITH THE CITY OF JACKSONVILLE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach seeks to ensure that the Interlocal Agreement (ILA) with the Consolidated City of Jacksonville reflects a fair and equitable distribution of services and costs; and

WHEREAS, the City issued RFP 26-01 to solicit professional consulting services for the evaluation and modernization of said agreement; and

WHEREAS, Civic Consulting Group, LLC has submitted a proposal to provide forensic fiscal analysis and equity benchmarking to serve as an independent analytical basis for a modernized agreement; and

WHEREAS, the City of Atlantic Beach and the City of Jacksonville have agreed to equally share the $89,150.00 cost of the consultant's work, as the independent study provides a mutual benefit to both municipalities in resolving long-standing fiscal discrepancies.

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

SECTION 1. The City Commission hereby approves the Consulting Services Agreement with Civic Consulting Group, LLC in the total amount of $89,150.00.

SECTION 2. The City Commission authorizes the City's participation in a cost-sharing arrangement with the City of Jacksonville, whereby each municipality shall be responsible for fifty percent (50%) of the total contract amount ($44,575 each).

SECTION 3. The City Manager is authorized to execute the Consulting Services Agreement and any necessary documentation to facilitate the cost-sharing with the City of Jacksonville.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of March 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

CONSULTING SERVICES AGREEMENT

Project: Interlocal Agreement Review & Development (RFP 26-01)

This Agreement is made between the **City of Atlantic Beach** ("City") and **Civic Consulting Group, LLC** ("Consultant").

1. SCOPE OF SERVICES

1. The Consultant shall provide professional consulting services to evaluate and modernize the Interlocal Agreement (ILA) between the City of Atlantic Beach and the Consolidated City of Jacksonville (COJ) in accordance with the detailed scope, deliverables, and milestones set forth in the Consultant's proposal submitted in response to RFP 26-01 (the "Proposal"), which is attached hereto as **Exhibit A** and incorporated by reference.

   The services shall include, without limitation:

   · Forensic Fiscal Analysis: Identifying cost disparities and "hidden value" in existing service models.

   · Equity Benchmarking: Ensuring financial burdens align with the actual volume and quality of services rendered.

   · Millage & Tax Analysis: Modeling the impact of transitioning from fixed-rate differentials to service-cost or percentage-based formulas to prevent "double taxation."

   · Service Audits: Reviewing specific high-stakes agreements, including Fire & Rescue, 9-1-1 user fees, and solid waste tipping fee discrepancies.

All deliverables shall be provided in written and electronic form (including native Excel models and draft ILA language) and shall be subject to the City's review and written approval. The Consultant shall revise any deliverable that does not meet the City's reasonable standards at no additional cost.

2. COMPENSATION

The total not-to-exceed fee for the services described herein is **$89,150.00**. This fee is inclusive of all professional services, travel, administrative costs, and expenses. The City shall pay the Consultant only in accordance with the milestone payment schedule set forth in **Exhibit A**, and only after the City's written approval of the satisfactory completion and delivery of each milestone deliverable, not to be unreasonably withheld. The City may withhold up to 10% of each milestone payment until final acceptance of the completed project. No payment shall be due for any milestone that fails to meet the City's reasonable standards. The Consultant shall submit detailed invoices referencing the specific milestone and shall maintain auditable records of all costs for a period of three (3) years after termination. The City will pay a 15% cost deposit to the Consultant within

twenty (20) days of approval of this contract by the City; this deposit will be deducted from the Consultant's final invoice to the City. If the City requests additional services from the Consultant in excess of the services detailed in Section 1 of this Agreement, the City agrees that such request will be either made or confirmed in writing and will be provided by the Consultant at the blended hourly rate of $265.00. The City agrees to make payment for additional services provided by the Consultant timely in accordance with law. Additional travel costs not included in Section 1 above will be billed at actual cost and FL mileage rate.

3. PROJECT TIMELINE & TEAM

The project shall commence on the Effective Date and shall be completed within eight (8) months thereafter (the "Project Term"), unless extended in writing by the City. The timeline is contingent upon the City's timely provision of requested documentation; any delay caused by the City shall extend the Project Term by a mutually agreed number of days.

The following key personnel are assigned and shall not be substituted without the City's prior written consent (such consent not to be unreasonably withheld). Any substitute must be of equal or greater qualification and shall be provided at no additional cost to the City:

· Gemma Torcivia, Esq., MBA: Project Lead, Primary Negotiator, ILA Drafting, Legal Strategy, & Financial Modeling.

· Zack Good, Esq.: Legal Strategy, ILA Drafting & Financial Modeling.

· Rick Ammirato: Financial Modeling & Tax Revenue Projections..

· Kametra Driver, MPA: Redevelopment Strategy, Research & Support.

4. COMPLIANCE & STANDARDS

- **Independent Advocacy:** Consultant shall serve as an independent third party to ensure the final report acts as an unbiased "source of truth".
- **Public Records:** Consultant shall comply with all Florida Public Records laws (Chapter 119, Florida Statutes).
- **Employment Eligibility:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system for all employees performing work under this contract.
- **Ethics:** Consultant certifies no conflict of interest or violation of anti-kickback policies.

Consultant shall designate a public-records custodian and shall promptly produce any records requested by the City or any member of the public pursuant to Chapter 119, Florida Statutes.

In accordance with Section 119.0701, Florida Statutes, the following statement is provided in at least 14-point boldfaced type:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-5809; DBARTLE@CPAB.US; CITY OF ATLANTIC BEACH, PUBLIC RECORDS REQUEST, 800 SEMINOLE ROAD, ATLANTIC BEACH, FL 32233.

- The Consultant (as Contractor) shall comply with all requirements of Chapter 119, Florida Statutes, as applicable to contractors under s. 119.0701, F.S., including but not limited to the obligations listed above. Consultant shall designate a contact person for public records matters and shall promptly produce records upon notification by the City. All public records requests relating to this Agreement shall be directed to the City.
- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, meet all applicable requirements for records retention and transfer, at no cost, to the public agency all public records in possession of the contractor (or destroy duplicates of exempt/confidential records if transferring originals). Electronically stored records must be provided in a compatible format.

5. TERMINATION

This Agreement may be terminated: (a) by either party for cause upon ten (10) days' written notice if the other party materially breaches any provision and fails to cure the breach within that period; or (b) by either party for convenience upon thirty (30) days' written notice.

Upon termination, the Consultant shall immediately deliver all work product, data, and records to the City and shall be paid only for milestones satisfactorily completed and approved by the City prior to the termination date. No payment shall be made for uncompleted work or anticipated profits.

6. INDEMNIFICATION

The Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and elected officials from and against any and all claims, damages, losses, liabilities, costs, and expenses) arising only from gross negligence by the Consultant.

7. INSURANCE

Prior to commencement of work and throughout the Project Term, the Consultant shall maintain, at its sole expense, the following insurance with insurers rated A- or better by A.M. Best: (a) Professional Liability (Errors & Omissions) – $1,000,000 per claim and aggregate; (b) Commercial General Liability – $1,000,000 per occurrence / $2,000,000 aggregate; and (c) Workers' Compensation and Employers' Liability as required by law. The City of Atlantic Beach shall be named as an additional insured on the liability policies. Certificates of insurance and endorsements shall be provided to the City before work begins and annually thereafter. Policies shall provide thirty (30) days' notice of cancellation.

8. OWNERSHIP OF WORK PRODUCT

All reports, analyses, models, data, draft agreements, recommendations, and other materials prepared by the Consultant under this Agreement (collectively, "Work Product") shall be the sole and exclusive property of the City. The Consultant hereby assigns all rights, title, and interest in the Work Product to the City and grants the City a perpetual, royalty-free license to use, modify, and disseminate the Work Product for any governmental purpose. The Consultant shall not publish, use, or disclose any Work Product without the City's prior written consent.

9. CONFIDENTIALITY

The Consultant shall treat all information provided by the City as confidential and shall not disclose it to any third party without the City's prior written consent, except as required by law.

10. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising hereunder shall be exclusively in the Circuit Court for Duval County, Florida.

11. ASSIGNMENT

The Consultant shall not assign this Agreement or any rights or obligations hereunder without the City's prior written consent.

12. NOTICES

All notices shall be in writing and delivered by email (with confirmation of receipt), certified mail, or hand delivery to the addresses below (or as later designated in writing):

City:

Kevin Hogencamp, Interim City Manager
City of Atlantic Beach
1075 Atlantic Blvd.
Atlantic Beach, FL 32233

with copy to City Attorney.

Consultant:

Gemma Torcivia, Esq., President
Civic Consulting Group, LLC
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33409

13. MISCELLANEOUS

This Agreement, together with **Exhibit A**, constitutes the entire agreement and supersedes all prior understandings. It may be amended only by a written instrument signed by both parties. The Consultant is an independent contractor. If any provision is held invalid, the remainder shall continue in full force. This Agreement may be executed in counterparts.

CITY OF ATLANTIC BEACH

Signature: _____

By: Kevin Hogencamp
Title: Interim City Manager

Date: _____

CIVIC CONSULTING GROUP, LLC

Signature: _____

By: Gemma Torcivia, Esq.
Title: President

Date: _____

Civic Consulting Group

January 29, 2026

City Commission and City Manager
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

Re: CONSULTING SERVICES FOR INTERLOCAL AGREEMENT REVIEW AND DEVELOPMENT REQUEST FOR PROPOSAL NO. 26-01

Dear Commissioners and City Manager:

On behalf of Civic Consulting Group (CCG), I am pleased to formally submit this proposal to provide consulting services for Interlocal Agreement review and development between the City of Atlantic Beach and the Consolidated City of Jacksonville.

This project is about more than just a contract; it is about the stewardship of public trust. Our team recognizes that the residents of Atlantic Beach deserve a partnership with the Consolidated City that is transparent, fiscally sound, and, above all, equitable. We understand that our role is to provide the empirical clarity needed to ensure that every dollar spent on contracted services translates into tangible value for your residents. CCG is experienced with developing feasibility studies for joint services, drafting interlocal contracts, and conducting fiscal impact analyses for infrastructure or service sharing. Our team is composed of former Deputy City Managers, CRA Directors, government attorneys, and economic development leaders.

By selecting CCG, the City is securing a partner committed to the following:

- Unbiased Advocacy: We serve as an independent third party, ensuring that the final Analysis Report is a "source of truth" that stands up to the highest levels of scrutiny.
- Methodological Rigor: We will not settle for surface-level assessments. Our 12-month roadmap is designed to dig deep into the financial and operational nuances of the consolidated government structure.
- Executive Readiness: Our deliverables are crafted to be "boardroom ready," providing the City Manager and Commission with the clear, defensible data required to lead successful negotiations.

CCG is a multi-disciplinary firm offering strategic consulting services to governments, nonprofits, educational institutions, and the private sector. Our team of specialized experts are prepared to begin work immediately upon award and we look forward to the opportunity to serve your community.

Sincerely,

Gemma Torcivia, Esq., MBA
Civic Consulting Group

701 Northpoint Parkway, Suite 209 | West Palm Beach, FL 33407 | (561) 841-5802 | www.civicconsultinggroup.com

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A. EXECUTIVE SUMMARY

The City of Atlantic Beach stands at a critical juncture in its partnership with the Consolidated City of Jacksonville (COJ). To ensure the long-term fiscal health and service quality for its residents, the City requires a rigorous, data-driven evaluation of its Interlocal Agreement (ILA). Negotiating governmental ILAs and performing associated fiscal analysis requires a blend of legal, financial, and political expertise, and Civic Consulting Group (CCG) is prepared to provide the expert guidance and analytical depth necessary to modernize this relationship, ensuring it is grounded in transparency, equity, and mutual value.

Understanding the Challenge

The current agreement represents more than just a contract; it is the framework for governance and service delivery across municipal lines. CCG understands that the primary goal is to determine if Atlantic Beach is receiving the full scope and value of contracted services and that the relationship considers the full value of services and financial support provided by the COJ. Our approach addresses the fundamental question: *Is the cost structure fair and equitable to the residents of the Municipalities?*

Our Proposed Solution

CCG will deploy a multi-phased analytical framework designed to move from baseline discovery to the delivery of a modernized, legally sound agreement. Our solution centers on:

- Fiscal Analysis: Identifying hidden value and cost disparities within the existing service model.
- Equity Benchmarking: Ensuring that the financial burden on residents aligns with the actual volume and quality of services rendered.
- Strategic Negotiation Support: Providing the evidence-based "north star" for city leadership during inter-jurisdictional discussions.

Key Deliverables

We have structured our methodology based on a 12-month project lifecycle to ensure continuous alignment with City leadership's five critical milestones:

Deliverable	Objective
Inception Report & Work Plan	Establishing the roadmap, data requirements, and stakeholder interview schedules.
Draft Analysis of Current ILA	A deep-dive diagnostic into existing service levels, gaps, and financial imbalances.
Final Independent Study Report	A comprehensive analytical document providing the empirical basis for a new agreement.
Draft New Interlocal Agreement	A modernized contract ready for legal review, reflecting fair-market value and equitable terms.
Executive Presentations	High-level briefings for the Atlantic Beach City Commission and COJ's Chief of Staff and CFO.

B. FIRM'S PROFESSIONAL QUALIFICATIONS AND PROJECT TEAM

1. Demonstrated expertise in municipal governance, public administration, and interlocal agreements.

CCG brings a unique blend of municipal finance expertise and a nuanced understanding of Florida's consolidated government structures. We don't just deliver a report; we deliver a defensible strategy that protects the interests of Atlantic Beach residents while maintaining a functional, collaborative relationship with the City of Jacksonville.

The success of a specialized Interlocal Agreement (ILA) analysis hinges on the caliber of the experts behind the data. CCG assembles a multidisciplinary team of municipal finance experts, policy analysts, and legal strategists who possess an understanding of the Jacksonville-Duval County consolidated landscape.

Our Core Competencies

Our team is specifically structured to address the three pillars of this RFP: Financial Equity, Operational Scope, and Legal Viability.

- **Municipal Finance & Forensic Accounting:** Our team specializes in dissecting complex structures and service-fee models within consolidated environments. We don't just look at line items; we analyze the "cost-of-service" vs. "value-of-service" delta.
- **Governance Expertise:** Unlike general consulting firms, our team is composed of former Deputy City Managers, CRA Directors, government attorneys, and economic development leaders. Our team understands the Charter of the City of Jacksonville and the specific nuances of how the "Beach Cities" interact with the urban core. As government administrators, we have negotiated development deals structured with complex financing that included County funds, Federal Transit Administration funds, State of Florida funds, New Markets Tax Credits, private equity from the developer, and construction financing. We also understand the nuances of managing divergent expectations between the City Commission, City Manager, and the public.
- **Contractual & Intergovernmental Strategy:** We bring a track record of drafting agreements that balance political sensitivities with technical precision, ensuring that the final document is both fair and enforceable.

CCG team members possess the essential skills needed to develop and negotiate interlocal agreements and perform fiscal analysis to ensure compliance with state statues and long-term financial sustainability. Our core competencies necessary for successfully negotiating interlocal agreements include:

- **Technical Analysis:** Ability to assess the reasonableness of proposed resources, labor, and equipment in proposals.
- **Risk Management:** Skilled in identifying and mitigating potential pitfalls in agreements, such as regulatory hurdles or long-term financial liabilities.

- **Communication & Diplomacy:** Ability to manage expectations and build consensus among multiple, sometimes opposing, governmental boards and entities.
- **Strategic Planning:** Understanding long-term goals and aligning agreements to ensure sustainable, mutually beneficial outcomes rather than just short-term gains.

CCG's related experience includes:

- **Government Contracting & Law:** Proven experience drafting and negotiating legally binding interlocal agreements between public entities, ensuring adherence to statutory requirements for joint service provision.
- **Fiscal Analysis & Costing:** Ability to perform complex financial modeling, cost-benefit analyses, and budget development for joint ventures. This includes reviewing cost elements, assessing indirect cost rates, and evaluating financial risks.
- **Public Sector Knowledge:** Deep understanding of local government operations, purchasing policies, and the legal limits of interlocal agreements.
- **Negotiation Strategy:** Experience in establishing negotiating teams, developing "best alternative to a negotiated agreement" (BATNA) scenarios, and navigating politically sensitive projects.

Relevant Experience (The CCG Advantage)

CCG principals have a proven history of navigating the complexities of Florida's local government relations. Our past performance demonstrates our ability to deliver high-stakes analytical reports that lead to successful legislative outcomes. Examples of past performance include:

Examples of Past Performance
Drafted Solid Waste Collection, Disposal and Transportation Agreement between the City of Deltona, FL and Waste Pro for commercial and residential customers. Process included cost-benefit analyses, "cost of service" vs. "value of service" Result was one of the lowest rates in Volusia County.
Drafted Interlocal Agreements between Okeechobee County, FL and the City of Okeechobee, FL and Okeechobee County and the Okeechobee County School Board related to levy and collection of Impact Fees. Process included cost-benefit analysis, financial modeling.
Negotiated Interlocal Agreement between Miami Dade County and the Homestead Community Redevelopment Agency (CRA). Process included financial modeling, fiscal impact analysis, Tax Incremental Funding (TIF) projections, and updating CRA plan. Result was a 25-year extension of the life of the CRA.

Our Philosophy: Data-Driven, Resident-Focused

We believe that a successful ILA isn't just about the math—it's about the message. Our team is skilled at translating complex financial modeling into transparent, accessible presentations for the Atlantic Beach City Commission, COJ and the public. We ensure that every recommendation we make is backed by defensible data that can withstand the scrutiny of both City Halls.

1. Firm's Professional Qualifications and Project Team during the entire contract period.

Our firm's strength is rooted in our multidisciplinary perspective. Having served in the public eye ourselves, we understand the complexities of managing projects for stakeholders with competing interests. We believe local governments deserve the same caliber of professional excellence as the private sector, and we pride ourselves on delivering high-level results while fostering seamless, efficient partnerships with officials and staff. Team members listed in the response must be available for work on the City project during the entire contract period. In the event a team member leaves the employment of the consultant during the contract period, another team member with equal or better experience and qualifications must be submitted, subject to the approval of the City.

CCG Team	Training and Experience Overview
Gemma Torcivia, Esq, MBA CCG Founder & President	Gemma offers extensive expertise in municipal law and administration, having spearheaded the development of over $200 million in construction projects and a landmark $65 million transit-oriented public-private partnership. A seasoned negotiator, she has secured multi-million dollar deals and Interlocal Agreements (ILAs) spanning public safety, animal control, levy and collection of impact fees, public works, infrastructure, and environmental services. Her background includes experience performing Tax Incremental Funding (TIF) projections and the drafting of complex ILAs involving counties, sheriff's office, and utility authorities. Related Experience: • Government Contracting, Operations and Compliance & Law • Fiscal Analysis & Costing • Public Sector Knowledge • Negotiation Strategy
Finance	• Fiscal Analysis & Costing • Public Sector Knowledge •

CCG Team	Training and Experience Overview
	Facilitated the successful renegotiation of a multi-year utility and public safety agreement between a county and its primary municipality.
Zack Good, Esq, Principal	Zack is an experienced government professional and lawyer adept at navigating the shifting landscape of local government law. He excels at solving complex municipal issues, including land use and zoning, procurement, bond referendums, and non-ad valorem assessments. Zack has a proven track record of drafting Interlocal Agreements (ILAs) and multi-party contracts involving counties, law enforcement, and utility authorities. He has negotiated ILAs for public safety service delivery, animal control, levy and collection of impact fees, water control, beach renourishment, construction of roadways, funding, and public works service. Related Experience: • Government Contracting, Operations and Compliance & Law • Fiscal Analysis & Costing • Public Sector Knowledge • Negotiation Strategy
Rick Ammirato, Principal	Rick brings over two decades of executive leadership to the fields of community redevelopment, placemaking, and special district management. Having served as an Assistant City Manager and Executive Director for both CRAs and Business Improvement Districts, he offers a rare vantage point on municipal growth. Rick has successfully overseen upwards of $100 million in redevelopment initiatives and is an expert in tax increment revenue projections. His career is defined by his ability to negotiate high-stakes public-private partnerships and his consistent success in securing multi-level grant funding. Rick's core strengths lie in conducting research, community engagement, sophisticated tax revenue projections, and the negotiation of large-scale public-private partnerships. Related Experience:

CCG Team	Training and Experience Overview
	• Government Contracting, Operations and Compliance • Public Sector Knowledge
Kametra Driver, MPA, FRA-RA, Vice President of Redevelopment Strategy	With a decade of senior level experience in public administration, Kametra has served as a Deputy City Manager, CRA Director, and Economic Development Director. She specializes in navigating the fiscal and regulatory complexities of urban growth, from conducting TIF analysis to executing "Findings of Necessity." She is experienced with creating Community Redevelopment Plans and negotiating Interlocal Agreements (ILAs). She has experience negotiating large-scale public-private partnerships and a proven history of securing significant federal, state, and local grants to transform community development visions into funded realities. • Government Contracting, Operations and Compliance • Public Sector Knowledge

Resumes and Bios

Our firm's strength is rooted in our multidisciplinary perspective. Having served in the public eye ourselves, we understand the complexities of managing projects for stakeholders with competing interests. We believe local governments deserve the same caliber of professional excellence as the private sector, and we pride ourselves on delivering high-level results while fostering seamless, efficient partnerships with officials and staff. Detailed resumes may be found in Appendix A.

C. PAST RECORD OF PROFESSIONAL ACCOMPLISHMENTS & REFERENCES

Client	Similar Services Provided
City of Deltona, Florida Contact: Dale "Doc" Dougherty, ICMA-CM, City Manager Phone: 386-450-1863 Email: doc@deltonafl.gov	Drafted Amendment to Solid Waste Collection, Disposal and Transportation Agreement between the City of Deltona, Florida and Waste Pro for commercial and residential customers, which resulted in one of the lowest rates in Volusia County. Drafted ILA for Public Works and Transportation Services between Volusia County and the City of Deltona.
Okeechobee County, Florida Contact: Deborah Manzo, County Administrator Phone: 863-634-3573 Email: dmanzo@okeechobeecountyfl.gov	Drafted Interlocal Agreements between Okeechobee County and the City of Okeechobee and Okeechobee County and the Okeechobee County School Board related to the levy and collection of Impact Fees. Drafted Amendments to Interlocal Agreement between Okeechobee County and the Okeechobee County Sheriff for Animal Control Services.
Town of South Palm Beach, Florida Contact: James Titcomb, Town Manager Phone: 561-315-4302 Email: jtitcomb@southpalmbeach.com	Drafted Amendments to Interlocal Agreements for Beach Renourishment and Dune Restoration Projects between the Town of South Palm Beach and the Town of Palm Beach.
City of Homestead, Florida	Negotiated ILA between Miami Dade County and the City of Homestead for the funding of the Homestead Station Transit Center
Homestead Community Redevelopment Agency (CRA)	Negotiated ILA between Miami Dade County and the Homestead CRA for extension of the life of the CRA and revenue sharing.

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D. Proposed Methodology

CCG employs a structured, five-phase systematic approach designed to bridge the gap between historical precedent and future-facing municipal needs. Our methodology ensures that the final Interlocal Agreement (ILA) is not just a legal document, but a sustainable framework for intergovernmental cooperation.

Phase 1: Discovery and Foundation

The project begins with a formal "deep dive" into the existing relationship between Atlantic Beach and the Consolidated City of Jacksonville (COJ). Our goal is to ensure project synchronization from Day 1.

- Project Kick-off: High-level meeting with stakeholders to confirm communication protocols and data access.
- Risk Management Initiation: Identification of potential "friction points" in the existing ILA (e.g., revenue sharing, service overlaps, or jurisdictional ambiguities).
- *Deliverable A: Inception Report and Project Work Plan.* This document will outline the firm timeline, refined milestones, and a stakeholder engagement matrix to ensure both municipalities remain informed.

Phase 2: Diagnostic Analysis (The "Look-Back")

Before drafting a new agreement, CCG will conduct an exhaustive forensic review of the current ILA and the actual operational realities on the ground.

- Comparative Benchmarking: We will evaluate the current ILA against Florida best practices for consolidated government relationships. We will also review court decisions that have been made to clarify interlocal agreements in Florida or similar jurisdictions.
- Stakeholder Interviews: Structured interviews with department heads in both Atlantic Beach and Jacksonville to identify what is working and what is obsolete.
- *Deliverable B: Draft Analysis of Current Interlocal Agreement.* A gap analysis identifying legal, financial, and service-level deficiencies.

Phase 3: Financial Impact Modeling & Fiscal Equity

The core of CCG's analytical service is to ensure that the Interlocal Agreement (ILA) reflects a "fair exchange of value." In a consolidated government like Duval County, the distinction between the General Services District (GSD)—which covers the whole county—and the Urban Services Districts (USD) is the primary source of financial complexity.

CCG will conduct a forensic financial audit focusing on three specific "Revenue and Equity" drivers common to the COJ-Atlantic Beach relationship:

I. Millage Rate Differential & Double Taxation Analysis

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A recurring issue in Duval County is the "millage differential"—the reduction in the tax rate for Beach residents because they do not receive certain municipal services (like local police or garbage) from Jacksonville.

- *The Challenge:* Since 1996, the differential has often been a fixed number of mills (e.g., $3.2907 mills). However, as property values in Atlantic Beach have surged, a fixed differential may no longer accurately reflect the true cost of services "not rendered" by Jacksonville.
- *CCG's Approach:* We will model the impact of transitioning from a fixed-rate differential to a percentage-based formula or a service-cost basis. This ensures that Atlantic Beach residents are not "double-taxed" for services they provide for themselves.

II. Service-Specific Cost Sharing (Fire & Rescue / 9-1-1)

Intergovernmental service contracts, particularly the Fire and Rescue agreement, are high-stakes financial pillars.

- *The Challenge:* Jacksonville often provides Advanced Life Support (ALS) and fire suppression, but the "true cost" of these services can be obscured by consolidated overhead. Atlantic Beach has historically faced annual payment escalations (e.g., 3% caps vs. actual CPI growth) that may not align with the actual service volume.
- *CCG's Approach:* We will conduct a "Service Level vs. Expenditure" audit. We will analyze the pro-rata share of 9-1-1 user fees and call-taker salaries to ensure Atlantic Beach receives its fair share of state-distributed revenue.

III. Solid Waste and Tipping Fee Discrepancies

One of the most modern points of contention is the inequality in solid waste disposal fees among the three beach cities.

- *The Challenge*: Due to variations in the 1996 settlement amendments, Atlantic Beach currently pays tipping fees at the Trail Ridge Landfill that other neighboring municipalities may not, leading to an uneven playing field for taxpayers.
- *CCG's Approach*: CCG will evaluate the legal and fiscal feasibility of standardizing tipping fee waivers or subsidies to ensure Atlantic Beach is treated equitably within the consolidated framework.

IV. Additional Services

- *CCG's Approach:* CCG will explore and recommend other services that could enhance the relationship and provide mutual benefit to residents of both municipalities.

Deliverable C: Final Independent Study/Analysis Report This report will culminate in a Fiscal Impact Matrix. This matrix will project the 5-year and 10-year budgetary outcomes for Atlantic Beach under the proposed New ILA versus the "Status Quo."

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Phase 4: Implementation and Presentation (The "Look-Forward")

CCG will translate the Study's findings into a functional legal framework. We focus on clarity, accountability, and dispute-resolution mechanisms to prevent future litigation.

- Drafting the ILA: Crafting precise language regarding roles, responsibilities, and sunset clauses.
- Iterative Review: Facilitating a feedback loop between CCG and the municipal project managers.
- *Deliverable D: Draft New Interlocal Agreement.* A clean, professional draft ready for formal legal review by the respective City Attorneys and General Counsel.

Phase 5: Synthesis and Executive Briefing

The final phase focuses on building political and administrative consensus through transparent communication.

- Executive Summaries: Tailored briefings that highlight "Key Wins" for both municipalities.
- *Deliverable E: Presentation of Findings.* We will conduct high-level presentations for:
  - The Atlantic Beach City Commission and City Manager.
  - The COJ Chief of Staff and Chief Financial Officer.

Risk Management & Quality Assurance

CCG manages project risks through three primary pillars:

1. **Neutrality:** As an independent third party, CCG serves as a "buffer" between the two entities, ensuring the data remains objective and free from political bias.
2. **Regulatory Compliance:** Our team monitors Florida Statutes (Chapter 163, Part I) specifically governing Interlocal Agreements to ensure the final product is legally defensible.
3. **Proactive Communication:** We utilize a "No Surprises" policy, where potential roadblocks are flagged to the City Managers immediately rather than waiting for the final report.

Potential Risk	CCG Mitigation Strategy
Data Silos	Implementation of a shared digital repository for all requested documents from both cities.
Conflicting Priorities	Utilization of a "Mutual Benefit" scoring matrix to prioritize ILA terms that satisfy both parties.

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Potential Risk	CCG Mitigation Strategy
Legal Bottlenecks	Early engagement with General Counsel during the "Draft Analysis" phase to flag non-starters.
Delay Receiving Data	Early Formalization: We initiate formal data requests within the first 15 days of the Inception Phase. Alternative Data Sourcing: CCG utilizes public records requests and CAFR (Comprehensive Annual Financial Report) historical data to build "proxy models" if direct data is delayed, ensuring the analysis continues. Executive Leverage: We coordinate with the Atlantic Beach City Manager to utilize existing inter-city liaison channels to elevate requests if timelines are missed.
Stakeholder Misalignment	If divergent expectations between the City Commission, City Manager, and COJ leadership regarding what constitutes "fair and equitable" exists: The Inception Report (Deliverable A): We use this deliverable as a "contract within a contract" to define the exact metrics of success and the boundaries of the study. Monthly Progress Reports: Brief, high-impact status updates to the City Manager ensure that any shifts in direction are addressed in real-time rather than at the end of the 12-month cycle.

E. PROJECT SCHEDULE

To ensure a thorough analysis and a collaborative negotiation process, CCG proposes a 12-month project lifecycle. This timeline allows for deep data extraction in the early stages and provides the necessary "breathing room" for legal reviews and inter-city dialogue in the latter half. We have ensured that CCG principals assigned to these tasks have the bandwidth to fulfill the projected workload. Other team members with comparable skills and expertise are available to assist as needed.

The schedule is divided into five distinct phases, ensuring that each of the five key deliverables is met with precision and adequate stakeholder consensus.

Phase 1: Discovery & Foundation (Months 1–3)

The focus here is on establishing the "baseline." We align our team with your staff to ensure data integrity from day one.

- **Month 1:** Project Kickoff and Stakeholder Interviews.
- **Month 2:** Data Collection (Financial records, service logs, and tax distribution charts).
- **Month 3:** *DELIVERABLE A: Inception Report and Project Work Plan.*
    - *Goal:* Finalize the roadmap and gain approval on the analytical methodology.

Phase 2: Diagnostic Analysis (Months 4–6)

During this phase, we perform the "heavy lifting" of the financial and operational audit.

- **Month 4:** Comprehensive audit of current service delivery vs. contract requirements.
- **Month 5:** Financial modeling of tax contributions and "value-back" metrics.
- **Month 6:** *DELIVERABLE B: Draft Analysis of Current Interlocal Agreement.*
    - *Goal:* Identify the specific gaps, inequities, and "quick-win" areas for improvement.

Phase 3: Final Impact Modeling & Fiscal Equity (Months 7–9)

We transition from identifying problems to proposing data-backed solutions.

- **Month 7:** Drafting of the *Independent Study* based on feedback from the Draft Analysis.
- **Month 8:** Internal review and refinement of financial projections.
- **Month 9:** *DELIVERABLE C: Final Independent Study/Analysis Report.*

- *Goal:* Provide a defensible, empirical foundation for the new agreement.

Phase 4: Implementation & Presentation (Months 10–11)

This phase is dedicated to the formalization of the new ILA and executive alignment.

- **Month 10:** Drafting the new ILA in collaboration with legal counsel.
- **Month 11: DELIVERABLE D: Draft New Interlocal Agreement.**
  - *Goal:* Submit a "legal-ready" document for review by Atlantic Beach and COJ legal teams.

Phase 5: Synthesis and Executive Briefing (Month 12)

The final phase focuses on building political and administrative consensus through transparent communication.

- **Month 12:** *DELIVERABLE E: Presentation of Findings.*
  - *Executive Summaries:* Tailored briefings that highlight "Key Wins" for both municipalities.
  - *Goal:* Formal presentations to the Atlantic Beach Commission/City Manager and the COJ Chief of Staff/CFO to facilitate final adoption.

Milestone Summary Table

Month	Milestone/Deliverable	Primary Objective
3	**Inception Report**	Alignment on scope and schedule.
6	**Draft Analysis**	Detailed diagnostic of current inequities.
9	**Final Independent Study**	The "Evidence Book" for negotiations.
11	**Draft New ILA**	The modernized legal framework.
12	**Executive Presentation**	Secure buy-in from all leadership tiers.

F. Rates, Fees, or Charges

To ensure full transparency and fiscal accountability, CCG proposes a Fixed-Fee Professional Services Agreement in the amount of $89,150, with payments tied directly to the successful completion and acceptance of the five key deliverables. This structure ensures that our incentives remain perfectly aligned with the City's project milestones.

Pricing & Budgetary Proposal

Our total professional fee is inclusive of all labor, data modeling software licenses, travel between Atlantic Beach and Jacksonville, and administrative overhead. By tying 100% of our fees to specific deliverables, we provide the City of Atlantic Beach with a "pay-for-performance" guarantee.

Fee Distribution by Deliverable

Milestone	Deliverable	% of Total Fee	Strategic Value
Milestone 1	Inception Report & Project Work Plan	**15%**	Establishment of project controls and data security.
Milestone 2	Draft Analysis of Current ILA	**25%**	Completion of the "Forensic Phase" of the audit.
Milestone 3	Final Independent Study / Analysis Report	**30%**	Delivery of the core evidentiary data and findings.
Milestone 4	Draft New Interlocal Agreement	**20%**	Transition of findings into a workable legal instrument.
Milestone 5	Final Executive Presentations	**10%**	Successful knowledge transfer and stakeholder buy-in.

Budgetary Breakdown by Resource Category

While the contract is fixed-fee, we anticipate the following allocation of professional effort to ensure the highest level of analytical rigor:

- **Principal Consultant / Project Lead (20%):** Oversight, high-level negotiation strategy, and executive presentations.

- **Senior Financial Analyst (50%):** Forensic accounting, tax-base modeling, and "fair-share" service valuation.
- **Policy & Legal Specialist (20%):** ILA drafting, regulatory compliance, and inter-jurisdictional charter review.
- **Research & Support (10%):** Data extraction, benchmarking, and document preparation.

Budget Assumptions & Flexibility

- **Data Access:** Pricing assumes timely access to financial records from both the City of Atlantic Beach and the Consolidated City of Jacksonville.
- **Additional Meetings:** Our fee includes the scheduled presentations to the Commission and COJ leadership and two additional public meetings. Should the City require additional public meetings or "on-call" advisory services for ongoing negotiations beyond Month 12, CCG can provide an hourly rate schedule for extended support.
- **Expenses:** All standard out-of-pocket expenses (printing, local travel, data hosting) are capped and included in the fixed fee, providing the City with total budget certainty.

G. FINANCIAL RESPONSIBILITY AND INSURANCE

Form of Business: LLC

Years in Business: 9

Changes in Ownership: None

Bank Reference: Navy Federal Credit Union

Insurance Certificate: Attached

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Atlanta GA, 30328

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PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Civic Consulting Group, LLC
701 Northpoint Parkway
Suite 209
West Palm Beach, FL 33407

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:		Y	P100.759.214.5	11/30/2025	11/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			P100.759.214.5	11/30/2025	11/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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APPENDIX A - RESUMES

Gemma Torcivia, Esq., MBA

Gemma Torcivia is the founder and president of Civic Consulting Group and founding member and managing partner of TG Law. She currently serves as the City Attorney for the City of Deltona, the Town Attorney for the Town of Ocean Breeze, the County Attorney for Okeechobee County, CRA Attorney for the Belle Glade Community Redevelopment Agency (CRA), Outside Counsel for the City of Belle Glade, and General Counsel for the Early Learning Coalition of Osceola County, the Early Learning Coalition of Polk County, the Early Learning Coalition of Lake County, the Early Learning Coalition of the Nature Coast, the Early Learning Coalition of Pasco and Hernando, the Early Learning Coalition of the Emerald Coast, and the Early Learning Coalition of Marion County. In addition, Gemma serves as a Special Magistrate for Martin County, the City of Stuart and the Town of Lake Park.

Gemma boasts substantial government-focused experience working in both law and administration for Florida municipalities and is the former Executive Director of the Homestead Community Redevelopment Agency (CRA). Her understanding of the important and complicated work that local governments perform makes her an outstanding asset to multiple public-sector clients. She has extensive experience in civil litigation and, prior to founding TG Law, served as a defense attorney for a law firm that represented a number of municipalities and special districts in litigation including Town of Palm Beach, Town of Jupiter, Town of Ocean Ridge, the City of Boynton Beach, the City of Delray Beach, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.

A Florida native, Gemma attended the University of Florida in Gainesville, Florida for undergraduate studies. She went on to receive a Master of Business Administration (MBA) and Juris Doctor (JD) from Florida International University in Miami, Florida.

Gemma also worked in economic development and community redevelopment for the City of Homestead and the Homestead Community Redevelopment Agency (CRA) and provided direct support to startup companies and small businesses for almost ten years. While working in government, Gemma was involved in the development of over $200 million of construction projects, and in a $65 million public private partnership for a transit-oriented development. Gemma has negotiated multi-million dollar deals and helped small business access capital, grow, and relocate.

Gemma's professional background in business, economic development and education has provided her with a wide array of experience that will ensure that the City's needs are met by someone with real world and business experience as well as substantial experience in municipal law. Gemma is devoted to public service and has served for many years as a volunteer Guardian ad Litem. She is active as the Vice Chair of the Florida Bar's Advertising Committee and a member of the Governmental and Public Policy Advocacy Committee, the Palm Beach County Bar, the Palm Beach County chapter of Florida Association of Women Lawyers (FAWL) and the Craig S. Barnard American Inn of Court.

Gemma Torcivia

515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 * (561) 602-6222 *
gtorcivia@tgjustice.com

EXPERIENCE

TG Law, PLLC, West Palm Beach, Florida 2020-present
Founder/Managing Partner

- Founder and managing partner of a civil practice firm emphasizing local government law, business and corporate matters, land use, employment law, community redevelopment agencies, administrative law and legislative issues.
- Litigation in Federal and State Trial Courts and before administrative agencies.
- Representative 2025 government and non-profit clients: Okeechobee County, City of Deltona, City of Belle Glade, Town of Ocean Breeze, Belle Glade Community Redevelopment Agency, Early Learning Coalition of Osceola County, Early Learning Coalition of Polk County, Early Learning Coalition of Lake County, Early Learning Coalition of the Nature Coast, Early Learning Coalition of Pasco and Hernando, Early Learning Coalition of the Emerald Coast, and Early Learning Coalition of Marion County.

City of Delray Beach, Delray Beach, Florida **2020**
Economic Development Director

- Direct the City's economic development response to COVID-19 and provide resources and support for area businesses during COVID-19 closure, Phase 1 and Phase 2 re-openings.
- Serve as a member of the Executive Leadership Team and provide critical guidance for emergency management operations.

Roberts, Reynolds, Bedard & Tuzzio, West Palm Beach, Florida **2018-2020**
Associate Attorney

- Provided vigorous defense for a variety of insurers in personal injury, first party property, governmental liability, eminent domain and construction defect cases.
- Represented a variety of governments in civil litigation including City of Boynton Beach, City of Delray Beach, Town of Palm Beach, Town of Jupiter, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.
- Prepared and managed insurance defense cases proceeding to trial, including developing and guiding case plans, drafting pleadings, managing discovery, conducting and defending depositions of fact and expert witnesses, attending hearings and participating in settlement negotiations.

Legal Aid Society of Palm Beach County, West Palm Beach, Florida **2018**
Law Clerk and Staff Attorney

- Served as the Delray Beach Courthouse based member of the Injunction Initiation team of the Domestic Violence Project and provided injunction assistance for victims of domestic violence.

Homestead Community Redevelopment Agency (CRA), Homestead, Florida **2016-2018**
Executive Director

- Directed the Homestead CRA, managed five employees and a $2.5 million annual budget.
- Managed contract negotiations and project plans for over $75 million of capital projects.

- Negotiated a $60 million public private partnership to develop a multi-modal transit development, including working with bond counsel on a $30 million taxable municipal bond.
- Planned, drafted, and managed contracts for professional services including legal services, accounting services, HUD, grants management, New Market Tax Credits, landscaping and architecture services.
- Project manager for New Market Tax Credits, including securing funding and developing contracts.
- Negotiated with property owners and worked with City Attorney for property acquisition for public projects, including working on eminent domains, closings, and implement federal takings requirements.

City of Homestead, Homestead, Florida **2011-2016**
Economic Development Manager

- Designed the City's five-year economic development plan and built political will and community support for implementation.
- Served as a team member on $55 million of capital projects that were completed on time and on budget.
- Drafted and presented agenda items, resolutions and ordinances for planning and zoning board meetings, historic preservation meetings and City Council meetings.

Charter School Management, Florida **2010-2012**
Independent Consultant

- Provided management consulting and turnaround expertise for charter schools in need of turnaround support with an emphasis on regaining stakeholder confidence.
- Designed and implemented innovative strategies to address identified liabilities and implemented cost- cutting strategies.

Rise Schools, Florida City, FL **2006-2010**
Executive Director

- Led a college-preparatory charter school.
- Led real estate negotiations for three capital improvement projects and managed all land use issues related to the projects, including rezoning, project financing, and build out.
- Oversaw all day-to-day operations of a school with a $2.4 million budget and managed forty staff members.

Teach For America, Miami, Florida **2004-2006**
High School Teacher

- Led special education students at Miami Central to an average of two years of reading growth.

EDUCATION

Florida International University College of Law, Juris Doctor, December 2016
Florida International University College of Business, Masters of Business Administration, April 2012
University of Florida, Bachelors of Arts, August 2004

ADMITTED

Florida Bar
United States District Courts for the Southern, Middle and Northern Districts of Florida
Supreme Court of the United States

COMMUNITY

Alumni, Wm. Reece Smith Jr. Leadership Academy, Class IX, Florida Bar Chair of Advertising Committee, Florida Bar
Member of Governmental and Public Policy Advocacy Committee, Florida Bar Member, PBC Chapter, Florida Association for Women Lawyers (FAWL) Member and former Treasurer of the Craig S. Barnard American Inn of Court
Member and former Chair of the Solo and Small Firm Committee, Palm Beach County Bar Association Board Member, Palm Beach County Human Rights Council

Zackery Good, Esq. – Principal

Zackery Good is an experienced government professional and lawyer that understand the ever-changing landscape of local government law. Before becoming an attorney, he served as an Assistant City Manager for the City of Homestead, Florida, and oversaw the City's police department, public works department, electric utility, development services department and Community Redevelopment Agency.

Mr. Good boasts a significant understanding of the challenging and important work local governments and special districts must undertake every day. His daily work involves complex local government problems like land use and zoning, procurement and contracts, utilities, bond referendums and non-ad valorem assessments.

This substantial experience informs Mr. Good's perspective as a lawyer, allowing him to keep in mind the many challenges and opposing forces local government professionals must balance.

EXPERIENCE

TG LAW PLLC, West Palm Beach, Florida 2023–Present
Counsel

- Practice focuses on local government law, land use and zoning, environmental issues and water law, and human resources law
- Civil litigation practice in Florida state court.
- Representative 2025 government and non-profit clients of the firm: City of Deltona, Okeechobee County, City of Belle Glade, Belle Glade Community Redevelopment Agency, Town of Ocean Breeze, Early Learning Coalition of Osceola County, Early Learning Coalition of Polk County, Early Learning Coalition of Lake County, Early Learning Coalition of the Nature Coast, Early Learning Coalition of Pasco and Hernando, Early Learning Coalition of the Emerald Coast, and Early Learning Coalition of Marion County.

CITY OF HOMESTEAD, FLORIDA, Homestead, Florida October 2014–2024
Assistant City Manager
October 2021–2024

- Oversees the City's departments of Public Works, Parks & Recreation, Public Information, Economic Development, and the Community Redevelopment Agency
- Leads the City's construction team, which involves implementing projects, developing funding plans, and other financing

Assistant to the City Manager
December 2019–October 2021

- Project Managed multiple high-profile construction projects

- Coordinated legislative priorities and managed lobbyist relations
- Oversaw the City's Communications & Marketing across all channels

Public Information Officer
September 2016–November 2019
- Drafted City communications, updated social media accounts, performed public outreach, performed crisis communications, and organized City events
- Created communication strategies with other City departments to carry out special projects

Public Information Coordinator
October 2014–August 2016
- Drafted City communications, updated social media accounts, and performed public outreach
- Created communication strategies with other City departments to carry out special projects

VIRGINIA CONSERVATION NETWORK,
Richmond, Virginia January 2014–March 2014
Climate and Energy Organizing Fellow
- Lobbied on Virginia state legislation, testified at committee meetings, and tracked legislative bills
- Organized and participated in engagement efforts

OCEANA, Miami, Florida
January 2013–December 2013
Policy Intern
- Produced community and outreach planning reports, photo petitions, and articles for local media
- Performed community outreach by lobbying local politicians, meeting with organizations, and recruiting volunteers

EDUCATION

Florida International University College of Law, Miami,
Florida Juris Doctor, May 2020

University of Miami, Coral Gables, Florida
Master of Professional Studies in Marine Conservation, 2013

Stony Brook University, Stony Brook, New York
Bachelor of Science in Marine Sciences, 2011

ADMISSIONS

Florida Bar

Rick Ammirato, M.A. – Principal

Rick Ammirato is a Principal at CCG. He has over twenty years of executive experience in community redevelopment, placemaking, and special district management. He has served as an Assistant City Manager and CRA Executive Director. He has also been the Executive Director of Business Improvement Districts, and non-profit business associations. He specializes in downtown management, economic development, and strategic planning.

As Assistant City Manager for the City of Homestead, Florida, Rick managed over $100 million in redevelopment projects and initiatives. In that role, he secured over $25 million in People's Transportation Plan (PTP) funding for Homestead Station and over $1.5 million in cultural grants for the Seminole Theatre. He is experienced at securing and managing large scale local, state, and federal grants.

Rick has led nonprofit industry associations such as the DC Business Improvement District Council as well as urban districts, and community redevelopment agencies.

Experience

CCG LLC, West Palm Beach, Florida, *Chief Operations Officer*
- Responsible for day-to-day operations of the firm
- Supports clients with government relations and grant management

FMCA Consulting, Bethesda, Maryland, *President*
- Consults with public and private organizations in the areas of board management, operations, government relations, strategic planning, crisis communications, and constituent relations

DC B.I.D. Council, Washington, D.C., *Executive Director*
- Implemented the Board's goals in areas such as economic development, homelessness, parks and public space funding, and gun violence prevention
- Updated the organization's governing documents (bylaws, conflict of interest policy, etc.)

Bethesda Urban Partnership, Bethesda, Maryland, *Executive Director*
- Worked with the Board of Directors to formulate and implement goals with respect to services and programs
- Coordinated staff to implement the Board of Directors' policies and priorities
- Navigated the organization's five-year reauthorization

City Of Homestead, Homestead, Florida, *Assistant City Manager*
- Oversaw the Finance department, City-owned electric utility, Development Services department, Public Information Office, and Community Redevelopment Agency (CRA)
- Planned and executed a $100 million economic revitalization effort in the City's Historic Downtown district, including public and private investment and construction
- Coordinated the City's legislative agenda
- Managed the City's lobbyists

Homestead C.R.A, Homestead, Florida, *Executive Director*
- Implemented the CRA Board's economic redevelopment policies within the City's historically underdeveloped and underserved neighborhoods
- Created and implemented an economic development plan for the City's Historic Downtown district
- Represented the City and CRA Board in front of state and county governmental bodies
- Worked with state and federal lobbyists to create an implement a legislative agenda

White Plains B.I.D., White Plains, New York, *Executive Director*
- Represented 145 commercial property owners and over 300 small business owners
- Worked with the Board of Directors to formulate and implement strategic goals concerning services, programs, marketing, and board development
- Managed government relations with municipal, county, and state officials
- Coordinated media plan to promote the Board's strategic agenda
- Managed the day-to-day operations of the City's Downtown B.I.D.

Office Of The Mayor, White Plains, New York, *Policy Specialist/Public Affairs*
- Managed development projects aggregating $1.6 billion
- Coordinated projects with commissioners and department heads
- Managed government relations with local, state, and federal officials
- Created and implemented the Mayor's public affairs initiatives, and managed constituent relations

***Kametra Driver, M.P.A.* Vice President of Redevelopment Strategy**

Kametra serves as CCG's Vice President of Redevelopment Strategy, bringing a wealth of experience and a deep commitment to revitalizing communities through strategic economic development, dedicated community service, and impactful capacity building. Her career reflects a proven ability to navigate the intricacies of redevelopment projects, honed through executive leadership roles in both government and the non-profit arena. This diverse background provides her with a unique perspective and a comprehensive understanding of the challenges and opportunities facing CCG's clients.

Based in South Florida, Kametra has demonstrated expertise in managing complex, large-scale public-private partnerships. She has a successful history of securing substantial federal, state, and local grant funding to support community development initiatives. Furthermore, she has designed and implemented effective programs aimed at attracting and retaining businesses in underperforming commercial areas, leading to tangible improvements in local economies. Kametra's public sector experience includes serving as a Deputy City Manager, where she oversaw key city operations, as well as leading Community Redevelopment Agencies as Executive Director, driving transformative projects. She also served as an Economic Development Manager, focusing on attracting investment and fostering business growth.

Experience

City of Belle Glade, Belle Glade, FL, *Deputy City Manager*

- Performed managerial work involving planning and directing activities and overseeing all city departments.
- Provided leadership in recommending and implementing policies pertaining to long range planning, economic development, neighborhood revitalization, and code enforcement issues.
- Oversee high-level special projects.
- Reviewed personnel problems, programs, and progress with Building Official and Department Managers.
- Met with concerned citizens, consultants, developers, contractors, and Commission and planning, building code, and code enforcement issues.
- Responsible for researching and developing recommendations on Citywide issues, pending legislation and other administrative issues.
- Reviewed general operations to determine efficiency and provide direction on major projects or problem areas.
- Responsible for creating and implementing Community Redevelopment Agency initiatives and efforts, including revitalization of the City's downtown.

Community Redevelopment Agency, City of Homestead, Homestead, FL, ***Executive Director***

- Serve as the administrator for a seven-member policy board which oversees the renewal and redevelopment of downtown Homestead. Supervise day-to-day agency activities.
- Led efforts to revitalize downtown resulting in an increased number of new businesses.
- Serve as a member of the City Manager's Executive Management Team.
- Negotiated with property owners and worked with City Attorneys for property acquisitions for CRA mixed-use developments and the downtown's future food hall and entertainment venue.
- Developed and implemented plans to increase the CRA's revenue and revive downtown by purchasing blighted buildings and leasing them for restaurant and entertainment purposes.
- Created a grant program to incentivize new businesses to relocate into downtown.
- Secured $500,000 transportation planning grant.

- Negotiated relocation packages/grants with potential new businesses.
- Completed economic impact studies for potential new businesses seeking grant assistance.
- Negotiated with developers and secured first downtown housing development to be made up of market rate loft apartments.
- Developed and managed COVID-relief grant programs for residents and businesses.
- Evaluated community needs and developed economic development plan for the historically black neighborhood. Built community support and political will for implementation.
- Developed first-time home buyer grant program.
- Created a Small Business Clinic that provided capacity-building training to 20 businesses, each received an implementation grant at program completion.
- Established the SW Neighborhood New Home Initiative to increase inventory of newly constructed homes on CRA-owned lots.
- Led team efforts to develop Request for Proposals for mixed-use projects and senior housing development as well as Request for Qualifications for Brownfield Consultant.
- Partnered with Homestead Police to implement community policing initiatives that led to decreased crime and group-involved activities.
- Managed contracts for landscaping, architecture and economic development services.
- Administered CDBG residential rehabilitation grants
- Created "pop-up" and recurring events designed to increase traffic and activity in downtown.

City of Homestead, Homestead, FL, *Economic Development Manager*

- Responsible for structuring projects and programs that support community economic development.
- Administered and implemented economic plans, programs and policies. Built community support for implementation of plans.
- Served as a team member on $55 million of capital projects that were completed on time and on budget.
- Successfully recruited a multimillion-dollar manufacturing company to the Park of Commerce.

WeCare of South Dade, Inc. Miami, FL, *Executive Director*

- A non-profit coalition of social service agencies.
- Coordinated and managed collaborative efforts between the 100 network partners. Organized and supervised the development and implementation of neighborhood network linking social service providers in South Miami Dade County.
- Assisted agencies with grant writing, research and development, non-profit management, and capacity building.

Education/Training

- Masters in Public Administration, August 2019, Barry University, Miami FL
- Bachelor of Arts, Communications Emphasis: Public Relations, May 1991 University of Tulsa, Tulsa, OK.
- FRA/RA – Certified Florida Redevelopment Administrator, 2023

Affiliations/Recognitions

- National Association of Black Public Administrators
- ICMA
- Recognized as one of Miami's Most Prominent & Influential Black Women in Business and Industry in 2023, Legacy Magazine

Community Involvement

- Miami Dade Economic Advocacy Trust (MDEAT) Board Member (2022-present)
- Mandarin Lakes Homeowner's Association Board Member (2021-present)
- Genesis Hopeful Haven Group Home Board Member (2015-2016)
- South Dade Chamber of Commerce Board of Directors (2013-2016)
- Certified Parenting Education Facilitator (2009-2013)
- Mentor, God's Little Women Teen Girls Group (2010)
- Foster parent (2008-2016)
- Miami-Dade County Community Action Agency Board of Directors (2007-2012)
- Assistant Director, Second Baptist Church Youth Group, (2005-2008)
- Certified Victim Advocate, (2006)
- Miami Dade County Homeless Trust Board, (2004-2006)
- Member, Miami Dade County Workgroup on School Overcrowding, (2003-2004)
- Homestead/Florida City Human Relations Board (2002-2006)
- Miami-Dade County Strategic Planning Committee, Miami, FL (2002-2003)

APPENDIX B

CITY RFP NO. 26-01
DOCUMENTS REQUIREMENTS CHECKLIST

ALL REQUIRED DOCUMENTS, AS LISTED BELOW MUST BE SUBMITTED WITHIN THE PROPOSAL PACKAGE AND IN THE SAME ORDER AS LISTED BELOW

- ☐ Responses submitted in TRIPLICATE
- ☐ Signed copy of Documents Requirements Checklist
- ☐ Forms Required:
  - Base Bid Specifications Conformance Form
  - Bidder's Qualifications Statement
  - Completed Form W-9 Request for Taxpayer Identification Number and Certification (first page only). Your company must be registered to do business in the state of Florida. It shall have been in business and have a record of successful continuous operation for no less than the past three (3) years under the same name and tax identification number.
  - Anti-Kickback Affidavit
  - Conflict Affidavit
  - Contractor Certification and Addendum Acknowledgement
  - Drug Free Workplace Certification
  - Equal Opportunity Statement
  - Exceptions to Solicitation
  - Non-Collusion Certification
  - Public Entity Crimes Affidavit
  - Subcontractor Participation Schedule
  - E-Verify Form
  - New Vendor Information Form
  - Public Records Provision Form
  - Certification Regarding Debarment, Suspension and other Responsibility Matters
  - Vendor Certification Regarding Scrutinized Companies Lists
  - Certification Regarding Lobbying

RANKING CRITERIA (Section 5, Item D):

- ☐ Firm's Professional Qualifications and Project Team [20%]
- ☐ Past Record of Professional Accomplishments [15%]
- ☐ Proposed Methodology [30%]
- ☐ Project Schedule and Staff Availability [15%]
- ☐ Rates, Fees, or Charges [15%]

☐ Financial Responsibility and Proof of Insurance [5%]

The above requirements have been noted and are understood by the bidder. I understand that failure to submit an item listed above may result in rejection of this bid.

SIGNATURE: Gemma Torcivia (Jan 27, 2026 22:47:01 EST)

PRINT: Gemma Torcivia, Esq.

COMPANY: Civic Consulting Group, LLC

ADDRESS: 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

PHONE: 561-602-6222

EMAIL: gtorcivia@civicconsultinggroup.com

EMAIL:

DATE: 1/27/2026

CITY OF ATLANTIC BEACH

BASE BID SPECIFICATIONS CONFORMANCE

Bidder has read and understands the Specifications and addenda (if applicable), and upon signature of this statement, Bidder agrees to conform their bid to the specifications and addenda (if applicable) provided by the City.

Gemma Torcivia (Jan 27, 2026 22:47:21 EST) Authorized Signature	Gemma Torcivia, Esq. Printed Name
Civic Consulting Group LLC Company Name	RFP 26-01 Bid Number
Consulting Services for Interlocal Aggreement Review & Develoment Bid Title	01/27-2026 Date

BIDDER'S QUALIFICATION STATEMENT

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Legal Name of Bidder: Civic Consulting Group LLC

Type of Business Entity (from W9 Form: Limited Liability Company

The address of the principal place of business is 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows: Gemma Torcivia, President

2. Name, title and email address of person that will sign the contract:
3. Name: Gemma Torcivia, Esq.
   Title: President
   Email Address: gtorcivia@civicconsultinggroup.com
4. Federal Employer ID (FEIN) #: 82-4361737
5. Unique Entity ID#: NA *(created in SAM.gov)*
6. State the number of years your business organization has been doing business under this name. 9
7. Have you ever failed to complete a contract awarded to you? If so, state where, when and why? No
8. Does your firm have any officer, owner, employee or agent who is also an officer, employee or advisory board member of Duval County? Yes No

Section 112.313, Florida Statutes, prohibits contracts with City employees, officers and advisory board members. All vendors must disclose the name of any City officer or employee who is employed by (Section 112.313(7), Florida Statutes) or owns, directly or indirectly an interest in the vendor's firm or any of its branches (Section 112.313 (3), Florida Statutes). Advisory Board Members, City officers or City employees may qualify for an exemption by including a completed Commission on Ethics Form 3A with their submittal and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Florida Statutes.

BIDDER'S QUALIFICATION STATEMENT

9. Is your company a certified Disadvantaged Business, Minority Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE) or Veteran Owned Business? No If yes, attach Certificate.

10. Are you a small business as defined by the SBA? No If yes, attach certificate.

11. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five (5) years? No If yes, explain:

12. Does your organization have any outstanding judgments, demands or liens resulting from violating the State Labor laws, the Business and Professions Regulation statutes, Civil or Criminal decisions? _ _If yes, explain:

    No

13. Have there been any suits, liens or surety claims against you or your organization over the past five (5) years for non-payment of sums due subcontractors or suppliers for work completed? No If yes, explain: _____

14. Has your organization been cited for violations of OSHA standards and requirements within the past 5 years? No If yes, explain:

15. Are the Bidder, its principals or affiliates presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any municipal, County, State, or Federal department or agency? No
    If yes, explain: _____

Attach copy of contractor's license if applicable

I certify that the above information is true and correct.

Gemma Torcivia, Esq.
Name of Authorized Representative, (Print)

President
Title

561-602-6222
Phone Number

gtorcivia@civicconsultinggroup.com
E-mail address

Gemma Torcivia (Jan 27, 2026 22:47:21 EST)
Authorized Signature

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Civic Consulting Group, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
701 Northpoint Parkway, Suite 209

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33407

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 3 6 1 7 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Gemma Torcivia (Jan 27, 2026 22:47:23 EST) **Date** 01/27/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States:
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

PUBLIC ENTITY CRIME AFFIDAVIT

REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me this 27 day of JANUARY, 2026, by GEORGIA TORCIVIA.

Signature of Notary Public

(stamp)

State of Florida

JACKELINE MAYTAN
MY COMMISSION # HH 577330
EXPIRES: September 22, 2028

Personally known ✓ OR Produced identification _____

Type of Identification Produced _____

Conflict Affidavit

STATE OF (Florida)

COUNTY OF (Palm Beach)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.

2. I am the President (title) of Civic Consulting Group, LLC (name of firm) and I certify that I have the authority to make the representations set forth within this Affidavit.

3. Civic Consulting Group, LLC (firm name) intends to do business with the City of Atlantic Beach in response to:

   _____ RFB ✓ RFP _____ RFQ: 26-01 (# and title of solicitation) whereby business will be awarded under a system of sealed, competitive bidding to the lowest or best bidder.

4. I have reviewed Section 112. 313(3) and (7), Florida Statutes; and pursuant to the provisions therein, Civic Consulting Group, LLC (firm name) doing business with [Local Government name]

   ✓ DOES NOT impact any public officer or employee of City of Atlantic Beach; or

   _____ DOES IMPACT a public officer or employee of City of Atlantic Beach.

   (Public Officer/Employee Name: _____); and

5. In compliance with Section 112.313(2), Florida Statutes, the impacted public officer or employee of City of Atlantic Beach, prior to the submission of this bid, has filed a statement with Supervisor of Elections of Duval County, disclosing their interest, or the interest of their spouse or child, and the nature of the intended business, as set forth in Florida Commission on Ethics Form 3A, https://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=202058

Conflict Affidavit

Executed this 27 day of January, 2026

By _____
(Signature)

By President
(Name and Title)

STATE OF (FLORIDA)

COUNTY OF (PALM BEACH)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization this 27 day of JANUARY, 2026, by GEMMA TORRIA

_____ (Name of Officer or Agent), as PRESIDENT (Title of Officer or Agent) of _____

CIVIC CONSULTING GROUP (Name of Corporation Acknowledging) a _____

corporation (State or Place of Incorporation), on behalf of the corporation. He/She is ____

personally know to me or ✓ has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of FLORIDA

JACKELINE MAYTAN
MY COMMISSION # HH 577330
EXPIRES: September 22, 2028

_____
Printed, Typed or Stamped Name of Notary Public

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder/Contractor, in accordance with Florida Statute 287.087 hereby certifies that Civic Consulting Group, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm Name:	Civic Consulting Group, LLC
Name of Authorized Official:	Gemma Torcivia, Esq.
Title of Authorized Official:	President
Signature of Authorized Official:	Gemma Torcivia (Jan 27, 2026 22:47:21 EST)
Date:	01/27/2026

EQUAL OPPORTUNITY STATEMENT

The Respondent (Bidder) shall complete the following statement by signing this form where indicated.

Failure to complete this form may be grounds for rejection of bid:

1. The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

2. During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
8. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared

EQUAL OPPORTUNITY STATEMENT

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Firm Name:	Civic Consulting Group, LLC
Name of Authorized Official:	Gemma Torcivia, Esq.
Title of Authorized Official:	President
Signature of Authorized Official:	
Date:	01/27/2026

EXCEPTIONS TO SOLICITATION

Each Vendor may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if Vendor is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation

NON-COLLUSION CERTIFICATION

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of Duval County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Firm Name: Civic Consulting Group, LLC

Name of Authorized Official: Gemma Torcivia, Esq.

Title of Authorized Official: President

Signature of Authorized Official: Gemma Torcivia (Jan 27, 2026 22:47 21 EST)

Date: 01/27/2026

PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to [Local Government Name and State]

by: Gemma Torcivia, President
(Print individual's name and title)

for: Civic Consulting Group, LLC
(Print name of entity submitting sworn statement) whose business address is:
701 Northpoint Parkway,
Suite 209, West Palm Beach, FL 33407

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   A. A predecessor or successor of a person convicted of a public entity crime; or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

PUBLIC ENTITY CRIME AFFIDAVIT

"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM

ANTI-KICKBACK AFFIDAVIT

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Atlantic Beach as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
(Signature of Affiant)

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me this 27 day of JANUARY, 2026, by GEMMA TORCIVIA.

_____
Signature of Notary Public

(stamp) State of Florida

JACKELINE MAYTAN
MY COMMISSION # HH 577330
EXPIRES: September 22, 2028

Personally known ✓ OR Produced identification _____

Type of Identification Produced _____

Page 1 of 1

SUBCONTRACTOR PARTICIPATION SCHEDULE

X Place an "X" here if Subcontractors will not be utilized for this project.

Name of Contractor/Consultant:					
Solicitation Title: [Should be filled in by LG]			**Solicitation Number:** [Should be filled in by LG]		
Submission Deadline Date: [Should be filled in by LG]			**Total Bid Amount:**		
Subcontractor Name	**Minority Code**	**Scope of Work to be Subcontracted**	**Dollar Value**	**Percent of Total Bid Amount**	**Certifying Agency**

Minority Code	Code Description	Minority Code	Code Description
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled
H	Hispanic	LSBE	Local Small Business Enterprise

		Total Dollar Value	Percentage of Total Bid Amount
Total	Minority Participation		

The Proposer, _____, will enter into a formal agreement with the Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with [Local Government Name].

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____ Date: 01/27/2026

Print Name: Gemma Torcivia, Esq. Title: President

E-VERIFY FORM

Project Name:	Consulting Services for Interlocal Aggreement Review & Develoment
Project No.:	RFP 26-01

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Atlantic Beach, Florida; and

c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name:	Civic Consulting Group, LLC
Authorized Signature:	
Print Name:	Gemma Torcivia, Esq.
Title	President
Date:	01/27/2026
Phone:	561-602-6222
Email:	Civic Consulting Group, LLC
Website:	www.civicconsultinggroup.com

E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

   b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Atlantic Beach, Florida; and

   c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

City of Atlantic Beach 800 SEMINOLE ROAD ATLANTIC BEACH, FLORIDA 32233-5445
TELEPHONE (904) 247-5880 FAX: (904) 247-5819
WWW.COAB.US

New Vendor Information Request Form

Please complete and return to Patty Drake
Via fax or pdrake@coab.us

Civic Consulting Group, LLC
Vendor Name (as it should appear on Purchase Orders and Check Payments)

Remit To Address 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

Physical Address (if different from remittance)

Company Phone: 561-602-6222 Company Fax: _____

Company Website: www.civicconsultinggroup.com

Point Of Contact Information:

Name: Gemma Torcivia, President

E-Mail Address: gtorcivia@civicconsultinggroup.com

Phone: 561-602-6222

Fax: _____

Should Purchase Orders be faxed or e-mailed? Provide correct information for either choice. E-mailed gtorcivia@civicconsultinggroup.com

PUBLIC RECORDS PROVISIONS
FOR ALL CONTRACTS AND AMENDMENTS
Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

Section 119.0701. Public Records

(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 CONTRACT, CONTACT DONNA BARTLE, THE CITY CLERK AND THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-5809, DBARTLE@COAB.US, 800 SEMINOLE ROAD, ATLANTIC BEACH, FLORIDA 32233.**

(b) The contractor shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(c) Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Note: Section (a) above must be in at least 14-point boldfaced type

PUBLIC RECORDS PROVISIONS
FOR ALL CONTRACTS AND AMENDMENTS
Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

This is to confirm that we have received the Public Records Provisions

Signed: Gemma Torcivia (Jan 27, 2026 22:47:21 EST) Print: Gemma Torcivia, Esq.

Company: Civic Consulting Group, LLC Phone: 561-602-6222

E-Mail: gtorcivia@civicconsultinggroup.com Date: 01/27/2026

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Civic Consulting Group, LLC

Vendor FEIN: 82-4361737

Vendor's Authorized Representative Name and Title: Gemma Torcivia, President

Address: 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

City: _____ State: _____ Zip: _____

Phone Number: 561-602-6222

Email Address: gtorcivia@civicconsultinggroup.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Gemma Torcivia, Esq. (*Print Name*) President (*Print Title*),

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Gemma Torcivia | Jan 27, 2026 22:43:21 EST

44 CFR Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.§ 3801 *et seq.*. apply to this certification and disclosure, if any.



Affiant

Gemma Torcivia, President

Type Name of Affiant/Affiant Title

01/27/2026

Date

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 90-26-259 – Approving a development agreement between the City and Southcoast Capital Partnership, LTD for 299 Atlantic Blvd. and 0 Ahern for the former Ragtime lease space.

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

TODAY'S DATE: March 20, 2026

MEETING DATE: March 23, 2026

BACKGROUND: Development Agreements are authorized under the Florida Local Government Development Agreement Act, codified at Florida Statutes §§163.3220–163.3243. Pursuant to Florida Statutes §163.3220, the Legislature found that development agreements are intended "to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

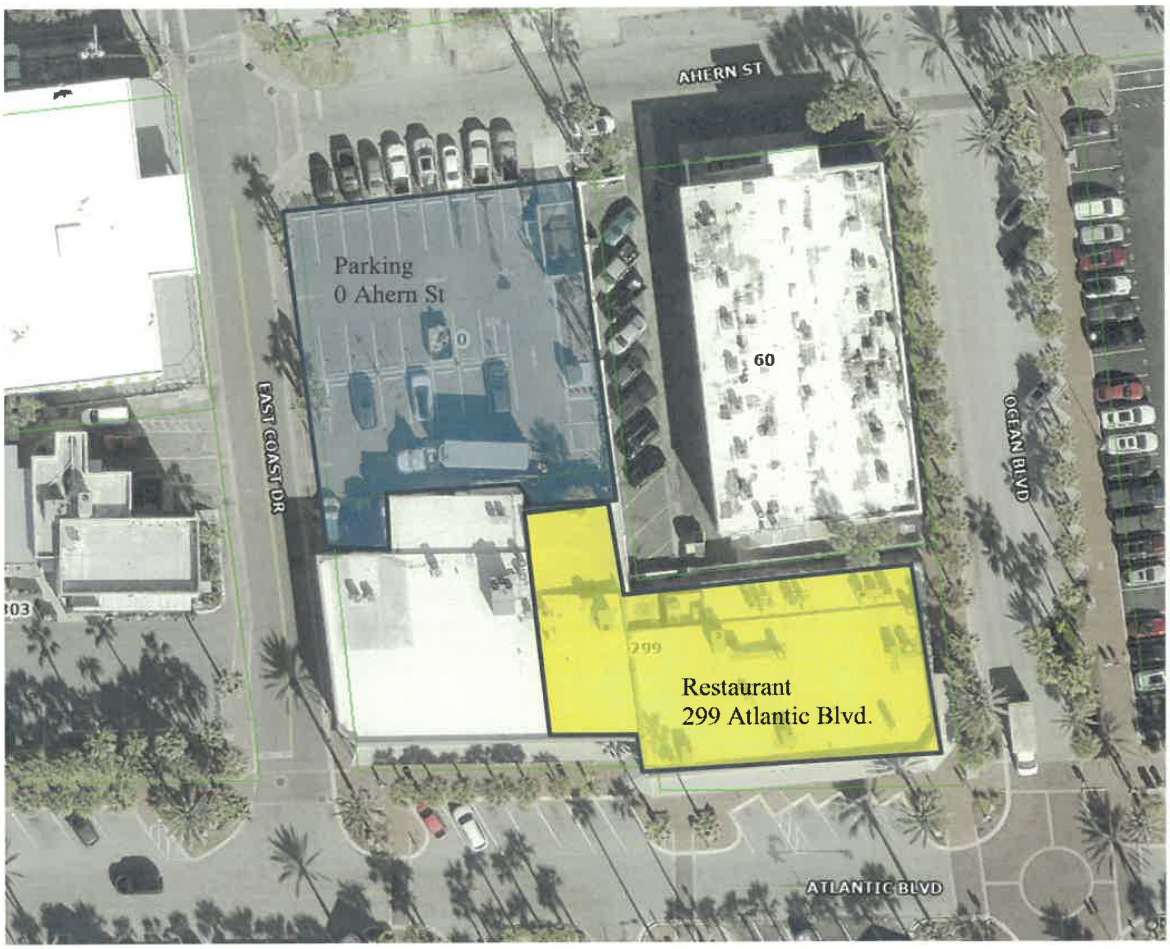
A Development Agreement is a contract entered into between the City and a developer that expressly defines the rules, regulations, commitments, and policies governing a specific development project for a defined period of time. Through this agreement, the parties establish the permitted development, applicable standards, and infrastructure responsibilities associated with large or complex projects.

Consistent with Florida Statutes §163.3220, the purpose of a Development Agreement is to strengthen the public planning process by encouraging private participation in achieving comprehensive planning goals and by reducing the economic costs associated with development. By clearly defining development obligations and expectations in advance, a Development Agreement also helps reduce the City's risks associated with long-term or phased development projects.

The south end of the existing building (former Ragtime Restaurant) is being redeveloped to include significant interior remodeling and adding roof top dining space as a result the project triggered Section 24-176 (3) "When the total cost of alteration, expansion, or renovation of a non-residential or multi-family development is equal to or exceeds twenty five (25) percent of the current assessed value of the parcel improvements within a two (2) year time frame…" The code requires a landscape buffer between the building and the street, landscaping buffer between the parking spaces and the street and additional internal parking lot landscape island.

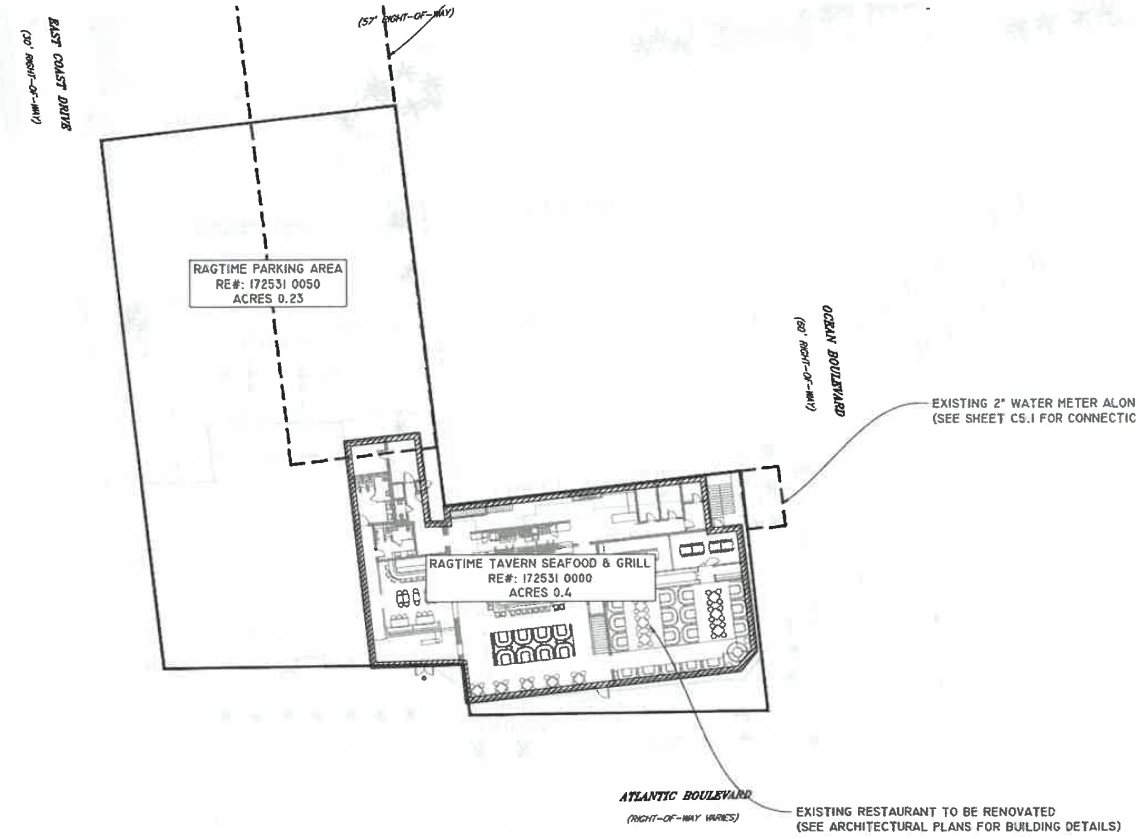
The proposed use (restaurant) of the property is consistent with the Comprehensive Plan's Future Land Use designation of Central Business District and the property's zoning designation as Central Business District.

The existing property was developed with zero setbacks along the Atlantic Boulevard and Ocean Boulevard making it impracticable to install the required landscaping between the building and the street; installing or enhancing landscaping at the property located at 0 Ahern (parking lot) would significantly reduce the number of available parking spaces.



The parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement that outlines a plan for landscaping and the redevelopment of the property, as stipulated in this Agreement. **The Agreement authorizes the Developer, in lieu of constructing the required landscaping improvements, to provide a monetary contribution to a designated fund to be used exclusively for enhancement projects within the Beaches Town Center.**

The developer has estimated that the cost to install the required landscaping would be $162,595.00, and staff concurs with this estimate. The proposed Development Agreement provides that, in lieu of installing the required landscaping on site, the developer would contribute this amount to the City. Specifically, the agreement states that the funds shall be "deposited into the City's Beaches Town Center Fund, Tree Fund, or another designated City account and used exclusively for off-site landscaping or environmental enhancements within the Beaches Town Center area of the City." The agreement further provides that payment of this amount must be made prior to the issuance of a Certificate of Occupancy.



Staff has reviewed the development proposal by property owner for 299 Atlantic Blvd and 0 Ahern St. and shall meet and negotiate with the property owner regarding the appropriate development of the property and the terms and conditions on which said property should be developed.

The city manager and the property owner have negotiated the terms of a mutually beneficial agreement.

Based on the requirements of the Florida Statutes Chapter 163.3220–163.3243 and the City's applicable land development regulations, staff recommends utilizing the following criteria and review procedures for the evaluation and approval of the proposed Development Agreement:

SECTION 1 – Findings

The city commission finds that:

- The development agreement is consistent with the city's comprehensive plan.
- The project serves a public purpose.
- The agreement complies with Florida Statutes §§163.3220–163.3243.

Section 2 – Approval of Development Agreement

The city formally approves the agreement between the city and the developer and incorporates it by reference on passage of ordinance after second reading and public hearing.

SECTION 3 – Authorization to Execute

The mayor is authorized to sign the development agreement after the ordinance is passed.

SECTION 4 – Recording

The agreement must be recorded in Duval public records.

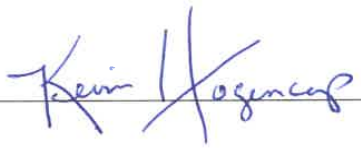
SECTION 5 – Effective Date

The ordinance becomes effective immediately after the passage of the ordinance.

BUDGET: None

RECOMMENDATION: Adopt Ordinance No. 90-26-259 on first read. Requires second read for passage.

ATTACHMENT(S): Ordinance No. 90-26-259
Exhibit 1 - Landscape Development Agreement (Updated for Final Agenda)

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 90-26-259

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND SOUTHCOAST CAPITAL PARTNERSHIP, LTD. AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME TO PROVIDE FOR A DEVELOPMENT CONTRACT TO GOVERN THE REDEVELOPMENT OF 299 ATLANTIC BOULEVARD PROVIDING LANDSCAPE COMPENSATION ALLOWING FOR THE REDEVELOPMENT OF A PORTION OF THE EXISTING BUILDING; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southcoast Capital Partnership, LTD. ("Developer") is the owner of the property located at 299 Atlantic Blvd and 0 Ahern Street (RE #172531 0000 and 172531 0050). They are collectively referred to herein as the "Property;" and

WHEREAS, the south end of the existing building (former Ragtime Restaurant) is being redeveloped to include significant interior remodeling and adding roof top dining space; and

WHEREAS, the Property is governed by the City's Comprehensive Land Use Plan and the City's Code of Ordinances (the "City Code"), including the Land Development Code ("LDC"), each as in effect as of the Effective Date of this Agreement; and

WHEREAS, the proposed use of the Property is consistent with the Comprehensive Plan's Future Land Use designation of Central Business District and the Property's zoning designation as Central Business District.

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement that outlines a plan for landscaping and the redevelopment of the Property, as stipulated in this Agreement; and

WHEREAS, this Agreement authorizes the Developer, in lieu of constructing the required landscaping improvements, to provide a monetary contribution to a designated fund to be used exclusively for enhancement projects within the Beaches Town Center; and

WHEREAS, the existing property was developed with zero setbacks along the adjacent streets, making it impracticable to install the required landscaping between the building and the street; and

WHEREAS, installing or enhancing landscaping at the property located at 0 Ahern (parking lot) would significantly reduce the number of available parking spaces.

WHEREAS, Developer has sought, negotiated, and received consideration for, and the City has agreed to, this Agreement in order to create a beneficial project and a physical environment that will

conform to and complement the goals of the City, create a development project sensitive to human needs and values, and develop the Property consistent with City, County, and State policies; and

WHEREAS, this Agreement (Exhibit 1) is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City will hold two (2) public hearings prior to entering into this Agreement, both of which were properly noticed by publication in a newspaper of general circulation and readership and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

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

SECTION 1: Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance. All exhibits attached hereto are incorporated herein and made a specific part of this ordinance.

SECTION 2: That the 299 Atlantic Boulevard Agreement ("Agreement")(Exhibit 1) is a development contract entered into between the City Atlantic Beach ("City") and Southcoast Capital Partnership, LTD ("Developer"), pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes.

SECTION 3: That the Agreement governs the redevelopment of the southern end of the space at 299 Atlantic Boulevard.

SECTION 4: That the Agreement establishes a comprehensive and vested framework for redevelopment related to the landscaping. It sets forth the parties' respective rights and responsibilities, provides legal and regulatory certainty, allocates public and private funding responsibilities.

SECTION 5: This Agreement (Exhibit 1) authorizes the Developer, in lieu of constructing the required landscaping improvements, to provide a monetary contribution to a designated fund to be used exclusively for enhancement projects within the Beaches Town Center; and the existing property was developed with zero setbacks along the adjacent streets, making it impracticable to install the required landscaping between the building and the street; and, installing or enhancing landscaping at the property located at 0 Ahern (parking lot) would significantly reduce the number of available parking spaces.

SECTION 6: The Agreement vests development rights consistent with City codes in effect as of the Effective Date of the Agreement. Pursuant to Section 163.3233, Florida Statutes, the City may not apply subsequently adopted laws to the project unless exceptions apply (e.g., imminent threats to public health or safety or retroactive State preemption).

SECTION 7: In lieu of installing the required landscaping improvements, the Developer agrees to provide a monetary contribution equal to the value of such landscaping, which funds shall be deposited into a designated account and used solely for enhancement projects within the Beaches Town Center.

SECTION 8: That the City Commission hereby approves the Development Agreement between the City of Atlantic Beach and Southcoast Capital Partnership, LTD.

SECTION 9: That the Mayor and City Manager, or their designees, are hereby authorized to execute the Development Agreement between the City of Atlantic Beach and Southcoast Capital Partnership, LTD.

SECTION 10: Conflicts. That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 11: Recordation. That a copy of this ordinance, along with the Development Agreement, is to be recorded in the public records of Duval County, Florida.

SECTION 12: Severability. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

SECTION 13. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this ____ day of _____, 2026.

PASSED by the City Commission on second and final reading this ____ day of _____, 2026.

ATTEST:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Approved as to form and correctness:

_____

Jason R. Gabriel, Esq.
City Attorney

EXHIBIT 1

Prepared by and Return to:
Richard W. Hawthorne, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, FL 32202

LANDSCAPE DEVELOPMENT AGREEMENT

THIS LANDSCAPE DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the **CITY OF ATLANTIC BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "City") and **SOUTHCOAST CAPITAL PARTNERSHIP, LLC**, a Florida limited liability company ("Southcoast"), collectively the "Parties".

RECITALS

WHEREAS, pursuant to Sections 163.3220, et. seq., Florida Statutes (2026), (the "Act") and pursuant to the City Code (the "Code") the City is authorized to enter into development agreements with owners or developers of real property within the City; and

WHEREAS, Southcoast is the owner of the land located at 299 Atlantic Boulevard and 0 Ahearn Street more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Southcoast intends to redevelop the Property at 299 Atlantic Boulevard (f/k/a Ragtime) including parking at 0 Ahearn Street (the "Proposed Development"), upon approval by the City of the pending building permits #_____ (the "Permits"); and

WHEREAS, the Proposed Development triggers the on-site landscaping requirements outlined in Section 24-176 of the Code; and

WHEREAS, installing the required landscaping would reduce available parking below the minimum amount required by the City Code and due to the building at the zero lot line, there is no available space on the east and south side of the Property; and

WHEREAS, Southcoast applied for, and received, an approved Administrative Variance for landscaping to develop the Property; and

WHEREAS, the development of the Property shall be in accordance with the Order Granting Administrative Variance dated December 1, 2025 and attached as **Exhibit "B"**; and

WHEREAS, the development of the Property shall be in accordance with the City Comprehensive Plan and Zoning Code as confirmed by the zoning confirmation letter dated December 17, 2025 and attached as **Exhibit "C"**; and

WHEREAS, the payment in lieu provided herein shall be used by the City exclusively for landscaping, tree planting, or related environmental enhancements within the City, consistent with the City's tree fund or similar programs; and

WHEREAS, the required public hearings before the City were held with proper notice provided pursuant to the Act.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference as fully set forth herein.

2. **Development.** Notwithstanding anything to the contrary herein, Southcoast's obligations and benefits of the land use and zoning are expressly subject to Southcoast commencing and completing construction of the Proposed Development on the Property, consistent with the terms of this Agreement and the Permits. Southcoast shall commence construction within twelve (12) months of the Effective Date and substantially complete the Proposed Development within thirty-six (36) months thereafter, subject to force majeure extensions as defined herein. Failure to meet these timelines shall constitute a material default, allowing the City to terminate this Agreement upon notice.

For purposes of this Agreement, "Substantial Completion" means the date on which all of the following have occurred:

(i) all buildings, structures, site improvements, landscaping, parking areas, stormwater management systems, utilities, and public infrastructure required by the Permits and this Agreement have been fully constructed and installed in accordance with the approved plans;

(ii) a permanent Certificate of Occupancy (or equivalent final approval) has been issued by the City (or other applicable governmental authority) for all buildings and tenant spaces within the Proposed Development;

(iii) all punch-list items have been completed to the City's reasonable satisfaction; and

(iv) Southcoast has delivered to the City a written certification from its licensed engineer or architect confirming that the development has been completed in material compliance with the Permits and this Agreement, together with as-built drawings and any required recordation of easements or dedications.

Southcoast shall provide the City with at least thirty (30) days' prior written notice of the anticipated date of Substantial Completion and shall permit the City and its representatives to inspect the Property and all work performed thereon at any reasonable time. Within fifteen (15) business days after such inspection, the City shall notify Southcoast in writing of any items that must be completed or corrected before Substantial Completion will be acknowledged.

3. **Effective Date.** This Agreement shall become effective upon recordation in the public records of Duval County, Florida (the "Effective Date").

4. **Term.** If not earlier terminated in accordance with the terms of this Agreement, this Agreement shall expire twenty (20) years from the Effective Date, unless extended by mutual consent of the Parties consistent with Section 163.3229, Florida Statutes.

5. **State Statutory Requirements for Development Agreements.** It is the intent of the Parties that this Agreement be recognized as an action of the City and Southcoast under the Act, the City's home rule powers and any other authority held by the City to enter into such agreement. For purposes of meeting the minimum requirements for development agreements in the Act, the following additional provisions are hereby made part of this Agreement:

a. For the purposes of this Agreement, the contemplated uses of the Property are set forth in the Recitals.

b. The current future land use designation of the Property under the Comprehensive Plan is Commercial. The current zoning of the Property is Central Business District (CBD).

c. The public facilities anticipated to serve the Property are water and sewer, which will be provided by the City. The installation of public facilities will be consistent with applicable State and local laws.

d. The local development permits needed to be approved for development of the Property include the following: construction plans, building permits, sign permits and any other official action of the City having the effect of permitting the development of land. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Southcoast of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

e. The Proposed Development contemplated by this Agreement is consistent with the Comprehensive Plan and the Zoning Code.

f. A conceptual graphic layout of the parking lot to support the Proposed Development, including impacts reducing parking if the required landscaping is installed on site, is attached as **Exhibit "D"**.

g. The estimated cost of required landscaping in accordance with the Code is $162,595.00 pursuant to the estimate attached as **Exhibit "E"**.

h. Southcoast shall make a payment of $162,595.00 to the City, in lieu of planting landscaping on the Property be which shall be deposited into the City's beaches town center fund, its tree fund or a designated account and used exclusively for off-site landscaping or environmental enhancements within the Beaches Towncenter part of the City. Payment shall be made before a Certificate of Occupancy is issued.

i. The City retains the right to enhance pedestrian safety through such measures as installation of crosswalks and/or crosswalk landing zones and as such may coordinate the installation such safety improvements, at its cost, on a location within the Property, that is mutually agreeable to the Parties hereto.

j. This Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the Parties arising thereunder.

6. **Defaults and Remedies.**

a. If the City defaults in the performance of any obligation under this Agreement required to be performed by the City, then Southcoast shall deliver written notice of such default to the City. The City shall commence to cure such default within thirty (30) calendar days after the delivery of such notice of default and shall diligently pursue to cure to completion within sixty (60) calendar days after delivery of such notice of default. If the City does not cure such default within the time periods provided, Southcoast may pursue any available remedies in law or equity.

b. If Southcaost defaults in the performance of any obligation under this Agreement required to be performed by Southcoast, then the City shall deliver written notice of such default to Southcoast. Southcoast shall commence to cure such default within thirty (30) calendar days after delivery of such notice of default and shall diligently and continuously pursue such cure to completion within sixty (60) calendar days after delivery of such notice as to any default; provided, however, that if Southcoast is unable in the exercise of reasonable diligence to cure such default within such time period, the time within which to remedy same shall be extended for such period as may be necessary to complete the cure with diligence provided Southcoast continuously proceeds with diligence to complete such cure. If Southcoast does not cure such default within the

time periods provided, the City's remedy shall be pursuant to the applicable provisions of the Act, the City Code enforcement regulations, including, but not limited to Chapter 162, Florida Statutes (2026), and may include specific performance, injunctive relief, daily fines up to $500 per day, or termination of this Agreement.

c. Sovereign Immunity. Nothing herein shall be construed as a waiver of the City's sovereign immunity or limitations on liability under Section 768.28, Florida Statutes.

7. **Notices.** Whenever any of the Parties desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, or by air courier service utilizing return receipts addressed to the party for whom it is intended at the last specified address. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this Section. The Parties designate the following as the respective places for giving notice:

City:
City of Atlantic Beach
Attention: City Manager
800 Seminole Road
Atlantic Beach, Florida 32233
Email: _____

Southcoast:
Southcoast Capital Partnership LLC
Attention: Kristie Pecci
241 Atlantic Boulevard, Suite 201
Neptune Beach, FL 32266
Email: kristie@lovettmiller.com

With a Copy to:
Driver, McAfee, Hawthorne and Diebenow, PLLC
Attention: Steven Diebenow, Esq.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Email: SDiebenow@drivermcafee.com

8. **Governing Law; Venue; Jurisdiction; Sovereign Immunity.**

This Agreement and all matters arising out of or relating to this Agreement, including but not limited to its validity, interpretation, performance, breach, enforcement, and remedies, shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its principles or rules of conflicts of law.

Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Duval County, Florida. Each party hereto irrevocably submits to the exclusive jurisdiction and venue of such courts and waives any objection to the laying of venue therein based on forum non conveniens or any other grounds. Each party consents to service of process in any such action in the manner provided in Section 7 (Notices) or as otherwise permitted by law. Each party waives any right to a jury trial.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity or the limitations on liability set forth in Section 768.28, Florida Statutes, or any other applicable law, to the extent such waiver is prohibited by law. Each municipal party retains all immunities and defenses available under Florida law.

9. **Indemnification.**

Southcoast shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement by Southcoast.

10. **INTENTIONALLY OMITTED.**

11. **Representations and Warranties.**

Southcoast represents and warrants that: (i) it is duly organized and validly existing under Florida law; (ii) it has full authority to enter into this Agreement; (iii) the individual executing this Agreement is duly authorized; and (iv) the landscaping cost estimate in **Exhibit "E"** is accurate and based on current market rates, subject to City verification.

12. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend, or limit the scope of intent of this Agreement.

13. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

14. **Exhibits.** All exhibits attached hereto are incorporated herein by reference.

15. **Further Assurances.** The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

16. **Amendments.** No modification or amendment in the terms or conditions contained herein shall be effective or binding unless such amendment or modification is in writing, and signed by an authorized representative of each Party or pursuant to Section 163.3233, Florida Statutes (2022). To the extent Southcoast sells the Property or portion thereof to a third party such that more than one entity or person acquires an interest in the Property benefitted and subject to this Agreement, this Agreement may be amended by the City and applicable Party without every owner of the Property consenting consistent with Section 163.3237, Florida Statutes (2022).

17. **Assignment.** This Agreement shall run with title to the Property and be binding on Southcoast and its successors and assigns. Southcoast may assign its rights, obligations, and responsibilities under this Agreement in whole or in part to a third party purchaser of all or any part of fee simple title to all or any portion of the Property. Any such assignment shall be in writing and recorded in the Duval County, Florida, public records, and shall require the prior written consent of the City (not to be unreasonably withheld), and shall automatically constitute a release of the assignor as to the Agreement to the extent of any liability arising from and after the date of the assignment.

18. **INTENTIONALLY OMITTED.**

19. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which may be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

20. **Southcoast Authority.** The undersigned individual executing this Agreement on behalf of Southcoast represents and warrants to the City that: (i) Southcoast is a duly organized and validly existing company under the laws of the State of Florida; (ii) Southcoast has full power and authority under its governing documents and applicable law to enter into this Agreement and to perform all of its obligations hereunder; and (iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of Southcoast, and this Agreement constitutes a valid and binding obligation of Southcoast, enforceable against Southcoast in accordance with its terms."

21. **Recording of this Agreement.** The City agrees to record this Agreement within fourteen (14) calendar days after execution in Duval County, Florida, public records. Southcoast shall pay all recording costs.

22. **Merger Clause.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, among the Parties.

23. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from

the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

Signed, sealed, and delivered
in the presence of:

_____

Print Name: _____

_____

Print Name: _____

CITYOF ATLANTIC BEACH FLORIDA
a municipal corporation

By: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Jason Gabriel, City Attorney

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by Curtis Ford, the Mayor of the City of Atlantic Beach, Florida, on behalf of the City.

_____
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
He/she is [check one]:
Personally Known _____
OR Produced I.D. _____
Type of Identification Produced_____

EXHIBIT 1

Signed, sealed, and delivered in the presence of:

_____

Print Name: _____

_____

Print Name: _____

SOUTHCOAST CAPITAL PARTNERSHIP, LLC, a a Florida limited liability company

By: _____

Print: _____

Date: _____

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by _____, the _____ of Southcoast Capital Partnership, LLC, a Florida limited liability company on behalf of the company.

_____
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
He/she is [check one]:
Personally Known _____
OR Produced I.D. _____
Type of Identification Produced
_____

EXHIBIT A

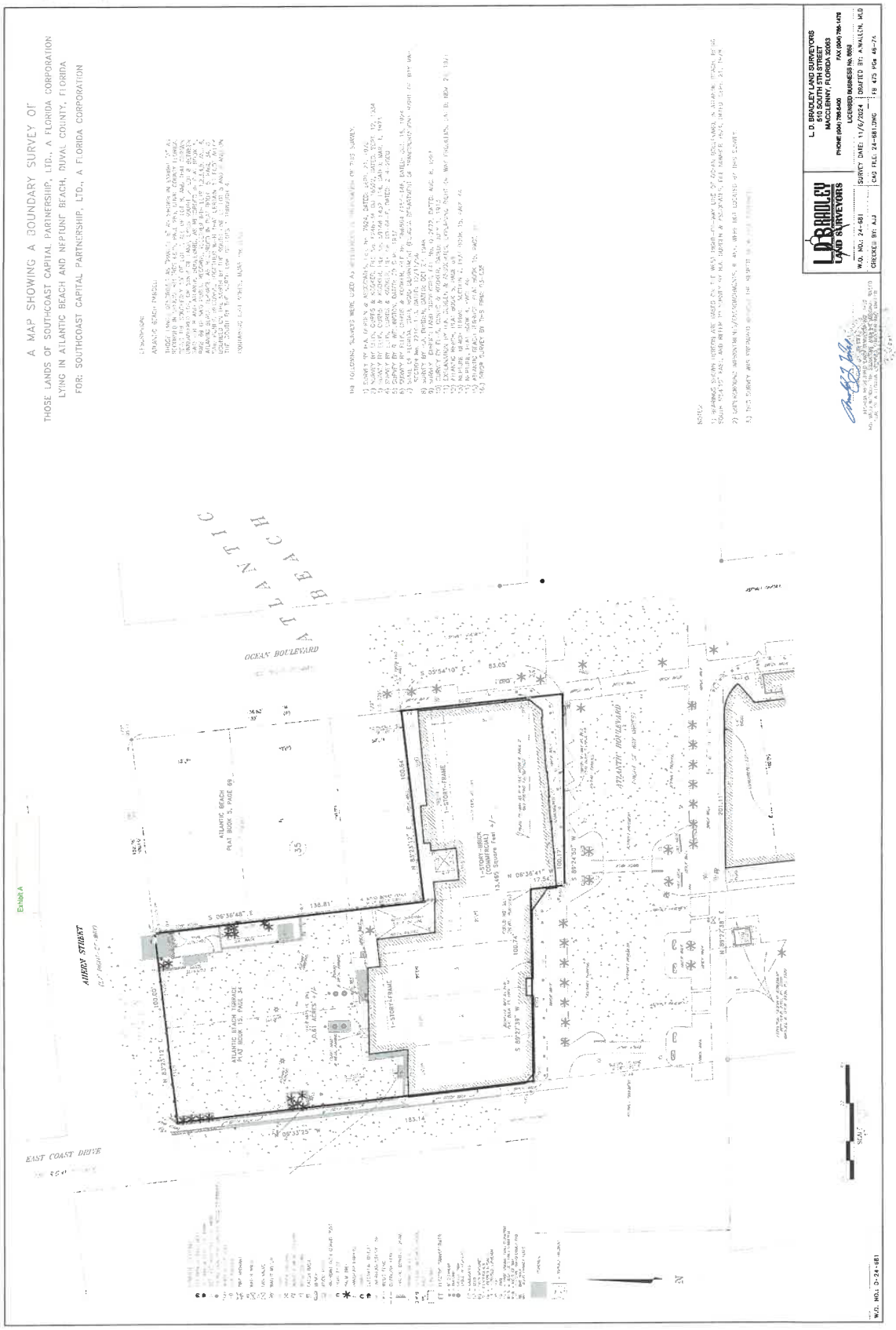

A MAP SHOWING A BOUNDARY SURVEY OF
THOSE LANDS OF SOUTHCOAST CAPITAL PARTNERSHIP, LTD., A FLORIDA CORPORATION
LYING IN ATLANTIC BEACH AND NEPTUNE BEACH, DUVAL COUNTY, FLORIDA
FOR: SOUTHCOAST CAPITAL PARTNERSHIP, LTD., A FLORIDA CORPORATION
L.D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 766-6400
FAX (904) 766-1478
LICENSED BUSINESS No. 6868
W.O. NO.: 24-681
SURVEY DATE: 11/6/2024
DRAFTED BY: A.WALLEN, M.D
CHECKED BY: AJJ
CAD FILE: 24-681.DWG
FB 475 PGs 46-74
ATLANTIC BEACH
OCEAN BOULEVARD
EAST COAST DRIVE
AVERY STUART
ATLANTIC BOULEVARD
ATLANTIC BEACH
PLAT BOOK 5, PAGE 69
1-STORY-FRAME
1-STORY-BRICK
(COMMERCIAL)
13,485 Square Feet +/-
0.681 ACRES +/-
Exhibit A
SCALE: 1" = 30'
W.O. NO.: 24-681

Exhibit B

City of Atlantic Beach
Community Development Dept.
800 Seminole Road
Atlantic Beach, Florida 32233
Telephone (904) 247-5826
http://www.coab.us

Order of the Neighborhoods Department Director

APPLICANT: Southcoast Capital Partnership, LLC
1 Independent Drive, Suite 1200
Jacksonville, FL 32202

PROPERTY ADDRESS: 299 Atlantic Blvd (RE# 172531 0000) and 0 Ahern St. (RE# 172531 0050)

FILE NUMBER: ZVAR25-0033

DATE OF Decision: December 1, 2025

ORDER GRANTING ADMINISTRATIVE VARIANCE

The above-referenced applicant has submitted a request for an **administrative variance** for 299 Atlantic Blvd (RE# 172531 0000) and 0 Aher St (RE# 17531 0050), as permitted under **Section 24-64** of the City of Atlantic Beach Code of Ordinances, seeking relief from the **landscape requirements** set forth in Division 8. These properties are located within the Central Business District (CBD).

The renovation of the existing building triggers the on-site landscape requirements outlined in Section 24-176. However, due to the existing building footprint, there is no available landscaping space on private property adjacent to Atlantic Blvd. or Ocean Blvd. to accommodate required landscaping, as the structure is built directly to the property line.

Improvements (parking lot orientation and landscaping) were recently made to the parking area located behind the building (0 Ahern St., RE #17531 0050), including the conversion of the dumpster to a compactor to address longstanding issues with trash collection/odor through the relocation and conversion of the dumpster to a compactor. Additionally, the parking layout has been reoriented to enhance safety for pedestrians and bicyclists by reducing the number of curb cuts.

Relief is granted based on the memorandum submitted with the administrative variance application (attached) and a separate development agreement for alternative landscaping (ie. flower boxes/planters, hardscape, etc.).

Pursuant to **Section 24-176(m)**, the Director is authorized to grant such relief when specific conditions and findings are met. This special administrative remedy is granted based upon a determination that the request satisfies the applicable **criteria established in the Code**.

> " (m)....(2) Where compliance with the landscape requirements would require: the demolition of an existing building; a loss of more than ten (10) percent of the gross required off-street parking for an existing development; or of a loss greater than fifteen (15) percent of the lot area for development, ..."

The following landscaping clarification and/or relief is granted:

1. **Perimeter Landscaping** – Section 24-176(e)(1)(a)(ii)
   Relief is granted from the strict application of the perimeter landscaping requirements. This determination is based on the following findings:
   a. The building would have to be demolished to accommodate landscaping and
   b. The required landscape code would result in the loss of more than 10 percent of existing parking spaces, which would adversely affect the functional use of the property.

Note that Section 24-176 (d)(1) – exempts properties located the in CBD from the vehicle use interior landscaping requirements therefore no administrative relief is necessary.

Approval of this administrative variance constitutes acceptance of the plans as submitted. However, the City will enter into a development agreement to address alternative landscaping requirements. Furthermore, this approval shall not be interpreted as authorization to remove, modify, or disturb any existing landscaping or trees located within the parking area at 0 Ahern Street.

This administrative variance is effective as of the date of this letter and shall remain valid for the duration of the approved building permit associated with the current project. It is further acknowledged that any subsequent development, redevelopment, or modifications beyond what is submitted as part of this application may trigger the applicability of current landscaping standards and requirements and therefore may require adherence to the City's landscaping code and associated approval processes.

DATED THIS 1st DAY OF December 2025.

Amanda L. Askew
Neighborhood Department Director

DMH&D
DRIVER McAFEE
HAWTHORNE DIEBENOW

One Independent Drive
Suite 1200
Jacksonville, Florida 32202

P (904) 301.1269
F (904) 301.1279
www.drivermcafee.com

October 27, 2025

City of Atlantic Beach
Planning/Community Development Division
Attn: Amanda Askew, Neighborhoods Department Director
800 Seminole Road
Atlantic Beach, Florida 32233

Re: 299 Atlantic Boulevard and 0 Ahern Street Administrative Remedy

Dear Amanda:

Pursuant to City Land Development Regulation Section 24-176, please find enclosed an application requesting administrative remedies related to landscaping at 299 Atlantic Boulevard and 0 Ahern Street. The application form included with the submittal is for an "administrative variance". We understand the City of Atlantic Beach does not have an "administrative remedy" application which is why the administrative variance application was used for purposes of the request.

A check in the amount of $300 for the application fee is attached. If you have any questions, please let me know.

Sincerely,

Steve Diebenow

Enclosures

cc: Michael Sittner
Kristi Pecci
Ricky Jackson

ADMINISTRATIVE VARIANCE APPLICATION

**(Maximum 5% of required setback)

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# ZVAR25-0033

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

APPLICANT INFORMATION

NAME Steve Diebenow o/b/o Southcoast Capital Partnership, LLC EMAIL sdiebenow@drivermcafee.com

ADDRESS 1 Independent Drive, Suite 1200 CITY Jacksonville STATE FL ZIP CODE 32202

PROPERTY LOCATION 299 Atlantic Boulevard and 0 Ahern Street PHONE # (904) 807-8211 CELL #

RE# 172531 0000 & 172531 0050 BLOCK # 35 LOT # 1-6

LOT/PARCEL SIZE 0.63 ZONING CODE CBD UTILITY PROVIDER JEA/Atlantic Beach

AMOUNT OF RELIEF BEING SOUGHT? Administrative Remedies

PROVISION FROM WHICH VARIANCE IS REQUESTED LDR Section 24-176

☐ FRONT YARD ☐ REAR YARD ☐ SIDE YARD IF SIDE YARD, WHICH SIDE?

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

Statement of facts and site plan related to requested Variance, which demonstrates compliance with Section 24-64 and 24-65 of the Zoning, Subdivision and Land Development Regulations, a copy of which is attached to this application. Statement and site plan must clearly describe and depict the Variance that is requested.

PROVIDE ALL OF THE FOLLOWING INFORMATION

1. Proof of ownership: deed or certificate by lawyer or abstract or title company that verifies record owner as above.
2. If the applicant is not the owner: provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
3. Survey and legal description of property for which Variance is sought.
4. Required number of copies: One (1) digital copy - additional paper copy is optional.
5. Application fee of $300.00.

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

SIGNATURE OF APPLICANT	PRINT OR TYPE NAME OF APPLICANT	DATE
	STEVE DIEBENOW	10-27-25

ADMINISTRATIVE VARIANCE APPLICATION 07.16.2025

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

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

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

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

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

See attached Memo

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

See attached Memo

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

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

See attached Memo.

- OR -

B.) An inadvertent surveying error has resulted in placement of a building not more than four (4) inches outside of a required building setback line. In such cases, a letter of explanation shall be provided by the surveyor, which shall remain part of the building permit file.

A Variance, which involves the Development of Land, shall be transferable and shall run with the title to the Property.

ADDITIONAL COMMENTS:

Please see attached Memo

Exhibit A

DMH&D
DRIVER McAFEE
HAWTHORNE·DIEBENOW

One Independent Drive
Suite 1200
Jacksonville, Florida 32202

P (904) 301.1269
F (904) 301.1279
www.drivermcafee.com

To: Amanda Askew, City of Atlantic Beach Neighborhoods Department, Planning/Community Development Division, Director
From: Driver, McAfee, Hawthorne & Diebenow, PLLC on behalf of ACS One Ocean Propco, LLC
Date: October 27, 2025
Re: Administrative Request for 299 Atlantic Boulevard and 0 Ahern Street

Memorandum

Background

This request for administrative relief is filed to accommodate the existing conditions at 299 Atlantic Boulevard and 0 Ahern Street as more particularly described in the attached legal description (the "Property") with the understanding that the Applicant seeks to enter into a development agreement with the City of Atlantic Beach (the "City") to provide equitable funding for off-site landscaping or other beautification efforts within the City.

The Property is located within the CBD fronting Atlantic Boulevard and is a multi-tenant building with AB Kitchen, Homespun, and Angie's Sub Shop. Ragtime Tavern previously operated at the Property but has closed. A new restaurant tenant is replacing the Ragtime space and updating the structure with a second floor and covered rooftop dining. Because the renovation exceeds twenty-five percent (25%) of the current assessed value of the building, the entire Property is required to meet the landscaping code set forth in Section 24-176. However, the developed conditions do not meet the current landscaping requirements for five (5) foot wide street frontage landscaping and associated landscaping screens and trees. To provide such landscaping would substantially reduce available parking on the Property (a reduction of 10 spaces within a 37-space parking lot) and thus within the CBD.

Pursuant to LDR Section 24-176(m), the Property Owner is requesting several administrative remedies from the applicability of certain subsections of the City Code from the City's Neighborhoods Department, Planning and Community Development, Director ("Director"). One of the criteria that allows for this avenue of approval is if adherence to the LDRs and City Ordinance Code in relation to landscape will result in the loss of more than 10% of the parking spaces for an existing development. Adherence to the City landscape provisions will result in an

approximately twenty-seven percent (27%) loss of parking spaces (37 current parking spaces with the removal of 10 parking spaces). In addition, the remedies are appropriate because the Director may allow the relocation of landscape areas.

Available parking is critical to the functioning and overall success of the CBD. Accordingly, this application requests the reduction of the landscaping requirements set forth in Section 24-176 to what is existing today (the "Request") as depicted in the attached Site Plan. The costs that would otherwise be required to bring the Property up to code will be provided for beautification efforts and memorialized through a development agreement with the City.

As stated in the cover letter, the application for administrative variance was used because the City does not have an administrative relief application. Although not required under Code, the below analysis addresses the Request meeting the definition of a "variance", the purpose and intent of Sections 24-64 and 24-176, and satisfying a minimum of three (3) factors.

Criteria for Approval of Variance

A. Variance: The Request is consistent with the Land Development Regulations definition of a variance, which means "*relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach.*"

   Relief from landscaping is permitted through a variety of code sections, including Sections 24-64, 24-65, and 24-176. The Request does not ask for any additional relief than what is necessary. As depicted in the attached Site Plan, some street frontage landscaping exists along East Coast Drive and Ahern Street but not the entire frontage and is not the required width. Updating the existing conditions to comply with the updated landscaping regulations results in exceptional practical difficulties and undue hardship and does not improve the quality of the CBD. To the contrary, the removal of parking decreases the quality of life and functionality of the CBD. Landscaping or other beautification efforts are needed elsewhere over the need for additional landscaping at the Property.

B. Purpose and intent of Sections 24-64 and 24-176: The Request furthers the purpose and intent of Sections 24-64 and 24-176. This Request is not requested solely for personal comfort or convenience, for relief from financial circumstances, or for relief from situations created by the property owner. Instead, this Request is to accommodate existing conditions, preserving much needed parking, and providing funding for off-site beautification improvements. It is a net-gain to provide beautification in more forward-facing areas as compared to the rear parking lot that does not front Atlantic Boulevard.

C. Factors:

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

The Property is developed with a building and surface parking lot on constrained parcels. 299 Atlantic Boulevard was developed without available on-site parking, whereas most other developments in the CBD include dedicated on-site surface parking. 0 Ahern Street is limited in the number of parking spaces that can be provided due to being less than one-quarter acre in size. With certain dimensions needed to provide safe parking and circulation through the site, additional landscaping cannot be provided without removing substantial amounts of parking. That is in contrast to other developed lots within the CBD that were constructed specifically to accommodate a building with enough space for parking with safe circulation.

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

The Property was developed in 1940, well before the City adopted the current landscaping regulations. Improvements to the Property have been made including provision of landscaping along East Coast Drive and Ahern Street, just not to the current landscaping requirements. Specifically, there is a two (2) foot wide landscape strip at the East Coast Drive and Ahern Street intersection and a ten (10) foot by (10) foot landscape planter near the middle row of parking abutting East Coast Drive. When the Property was originally developed, providing wide landscaping strips, trees, and other required landscaping was not contemplated.

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

0 Ahern Street is only 0.23 acres and is one of the smallest lots within the CBD. In contrast, for example, the parking lot for 363 Atlantic Boulevard is approximately 0.67 acres, over twice the size. Providing the required landscaping would reduce parking on site by over twenty-five percent (25%) which is a direct result of the small size of 0 Ahern Street.

Conclusion

Providing the required landscaping at the Property is a net-negative to the CBD at the cost of twenty-seven percent (27%) of the parking spaces. The Request is consistent with the Zoning Code and the criteria contemplated for administrative relief. Approval of the Request maintains the status quo, allows the provision of much-needed rooftop dining, and serves to relocate needed landscaping or other beautification efforts to more forward-facing locations through the separate development agreement that will be approved between the City and the Property Owner.


AB PARKING EXHIBIT
ATLANTIC BEACH
FLORIDA
EXISTING CONDITIONS
LEGEND ENGINEERING
Oct-25
1" = 10'
1025-0307
NUMBER SHEETS
X
PAGE NUMBER
1
DESCRIPTION
DATE
BY
REV
SCALE: 1" = 10'
0
5
10
20
N
E
W
S
DUMPSTER
BIKE PARKING
MOTORCYCLE PARKING
EX-TREE
EX-TREE
EX-TREE
KIOSK
DR
SITE PLAN
SCALE = 1"=10'
EAST COAST DR
PARKING COUNT(EXISITNG)
STANDARD = 26
MOTORCYCLE = 1
BIKE = 40(10 SPACES)
TOTAL = 37
CONCEPT PLAN NOTES
1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE DEPICTED
4. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES

VOL6675 PG0283

OFFICIAL RECORDS

DEED

THIS INDENTURE, made and executed this 1st day of March, 1989, by and between RADFORD D. LOVETT AND LAURENCE D. LOVETT, hereinafter called "Grantors," whose addresses are 1010 E. Adams Street, Jacksonville, Florida 32202, and SOUTHCOAST CAPITAL PARTNERSHIP, LTD., a Florida Limited Partnership, whose address is 1010 E. Adams Street, Jacksonville, Florida 32202, hereinafter called "Grantee;"

W I T N E S S E T H :

The Grantors, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, conveyed, and transferred and by these presents do grant, bargain, sell, release, convey and transfer unto the Grantee, its successors and assigns forever, all of the estate, right, title, interest, claim and demand which the Grantors have in and to all of the lots, pieces, or parcels of land owned by Grantors and situate, lying and being in the County of Duval, and the State of Florida, more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim, demand, equity and lien whatsoever of the Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantors are limited partners of Grantee and this deed is given as an additional contribution to the capital of Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and
delivered in the presence of:

Laurence D. Lovett

Radford D. Lovett

STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared Laurence D. Lovett and Radford D. Lovett to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of March, 1989.

Notary Public, in and for State and
County Aforesaid.
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires June 14, 1992

THIS INSTRUMENT PREPARED BY:
ROBERT R. KREIS, Attorney at Law
P. O. BOX 4069
JACKSONVILLE, FLORIDA 32201

RET TO:

263070

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR22'89
PD. 11446
$00.55

VOL 6675 PG 0284

OFFICIAL RECORDS

EXHIBIT "A"

Parcel I

Lots Five (5) Six (6) and Seven (7), and Unnumbered Lot lying North of Lot Five (5), said Unnumbered Lot being more particularly described as being bounded on the North by the South line of Atlantic Boulevard as now established and as widened by Deed recorded in Deed Book 238, page 414, on the West by the East line of Florida East Coast Railway, on the South by the North line of Lot Five (5), and on the East by the West line of Continental Avenue, all in Block 29, Neptune, according to Plat recorded in Plat Book 4, page 46, of the current public records of said County. The property hereinabove described being located on the southwest corner of Atlantic Boulevard and First Street in the Town of Neptune Beach, Florida.

A part of the former Florida East Coast Railway Company right of way adjoining Lots 6 and 7, Block 29, Neptune, as recorded in Plat Book 4, page 46 of the current public records of Duval County, Florida, described as follows, to-wit:

Commencing at a pipe located on the Southwesterly corner of said Lot 7, run Northerly, along the Westerly line of said Lot 7, a distance of 9 feet to said point of beginning; thence run Westerly at right angle to the Westerly line of said Lot 7, a distance of 4 inches to a point in the said former Florida East Coast Railway Company right of way, thence run Northerly parallel to the Westerly line of said Lots 6 and 7, a distance of 68 feet to a point, thence run Easterly at right angle to the Westerly line of said Lot 6, a distance of 4 inches to the Westerly line of said Lot 6, thence run Southerly along the Westerly line of said Lots 6 and 7, a distance of 68 feet to the point of beginning.

Parcel II

The southerly Fifteen (15) feet of Lot Seven (7), all of Lot Eight (8) and that certain unnumbered Lot, or strip of land, lying south of Lot Eight (8) between said Lot Eight (8) and Atlantic Boulevard, as recorded in Plat Book 5, page 69 of the current public records of Duval County, Florida

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Atlantic Beach Terrace, as recorded in Plat Book 15, page 34 of the current public records of Duval County, Florida together with that certain 15 foot alley bounded on the north by the south line of Lot 5 and 6 and on the south by the North line of Lots One (1) through Four (4).

SUBJECT TO:

(1) Easements, restrictions and reservations of record.

(2) All outstanding leases whether or not of record.

89 MAR 22 P 3:41
89- 29452
RECORDED IN OFFICIAL RECORDS OF DUVAL COUNTY, FLA.
HENRY W. COOK
CLERK OF CIRCUIT COURT

OWNER'S AUTHORIZATION FOR AGENT

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

JOB ADDRESS 299 Atlantic Boulevard and 0 Ahern Street, Atlantic Beach, Florida 32233

OWNER INFORMATION

NAME Southcoast Capital Partnership, LLC PHONE #

ADDRESS 241 Atlantic Boulevard, Suite 201 CELL #

CITY Atlantic Beach STATE Fl ZIP CODE 32266

AGENT INFORMATION

NAME Driver, McAfee, Hawthorne & Diebenow, PLLC PHONE # (904) 807-8211

ADDRESS 1 Independent Drive, Suite 1200 CELL #

CITY Jacksonville STATE Fl ZIP CODE 32202

Driver, McAfee, Hawthorne & Diebenow, PLLC is hereby authorized to act on behalf of Southcoast Capital Partnership, LLC the owner(s) of those lands described within the attached application and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of Atlantic Beach, Florida, for an application related to a Development Permit or other action pursuant to:

☐ BUILDING PERMIT	☐ USE-BY-EXCEPTION	☐ COMPREHENSIVE PLAN AMENDMENT
☐ TREE PERMIT	☒ ZONING VARIANCE	☐ PLAT, REPLAT OR LOT DIVISION
☐ SIGN PERMIT	☐ ZONING MAP AMENDMENT	☐ OTHER

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

SIGNATURE OF OWNER — W. BRADFORD LOVETT II (PRINT OR TYPE NAME) — 10-14-2025 (DATE)

SIGNATURE OF AGENT — Michael Sittner (PRINT OR TYPE NAME) — 10.13.25 (DATE)

OWNERS AUTHORIZATION 05.06.2025

LEGAL DESCRIPTION

October 27, 2025

The southerly fifteen (15) feet of Lot Seven (7), all of Lot Eight (8) and that certain unnumbered Lot, or strip of land, lying south of Lot Eight (8) between said Lot Eight (8) and Atlantic Boulevard, as recorded in Plat Book 5, page 69 of the current public records of Duval County, Florida.

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Atlantic Beach Terrace, as recorded in Plat Book 15, page 34 of the current public records of Duval County, Florida together with that certain 15 foot alley bounded on the north by the south line of Lot 5 and 6 and on the south by the north line of Lots One (1) through Four (4).

Exhibit 1
Page 1 of 1

DRIVER, McAFEE, HAWTHORNE & DIEBENOW, PLLC

2229

DATE	DESCRIPTION	INVOICE #	AMOUNT	CHECK DEDUCTION	NET AMOUNT
	City of Atlantic Beach				
10/15/2025	Administrative Relief Application with the City of Atlantic		300.00		300.00

CHECK DATE	CONTROL NUMBER	TOTALS ▶					
10/15/2025	2229	Gross:	300.00	Ded:	0.00	Net:	300.00

Exhibit C

City of Atlantic Beach
Community Development
800 Seminole Road
Atlantic Beach, Florida 32233
Telephone (904) 247-5826
Fax (904)247-5845
http://www.coab.us

December 17, 2025

ATTN: Michael Sittner and Southcoast Capital Partnership, LLC
241 Atlantic Boulevard, Suite 201
Neptune Beach, FL 32266

RE: Property Address: **299 Atlantic Blvd, Atlantic Beach, FL 32233**
Parcel No. **172531-0000**

Dear Mr. Sittner,

In response to your request regarding the Property, please be advised as follows:

1. The property is in the Central Business District (CBD) zoning district and is classified as Central Business District (CBD) in the Future Land Use Map ("FLUM") series adopted as part of the 2045 Comprehensive Plan.
2. The property is in the Commercial Corridor (Section 24-171) which has additional standards and requirements. Please see the attached code sections for these standards.
3. Please see the attached Section 24-115 for the list of permitted uses.
4. Adjacent property zoning designations to the north are Residential, General, Multi-family and to the east are Commercial General (CG) and to the west are Central Business District (CBD), while properties to the south are also commercial but part of Neptune Beach.
5. This property is located in the 0.2 percent annual flood hazard floodplain (Zone X), as determined by FEMA.
6. The property is not wetlands according to FEMA and the National Wetlands Inventory from the U.S. Fish and Wildlife Service.
7. The property is not listed as a Historical Property.
8. The number and placement of parking spaces depicted in the request comply with the Land Development Regulations. A portion of the required parking is located within the City of Neptune Beach; however, these spaces satisfy the

applicable distance requirements, and the property owner has confirmed that they are designated for use by the subject property in the City of Atlantic Beach

.

Former Ragtime Space Renovation: Steve 9/29/2025

Atlantic Beach:	Required Parking:			Landlord Parking Provided:						
	Total Seats	4 seats = 1 space	Required Count	37 spaces ECDR lot	12 On-Street All Blvd	66 spaces Monticello Lot	28 spaces SCBII Lot	65 spaces Lemon lot	35 spaces 302 3rd lot	Parking Provided
New Tenant	264	66	66	13	12	41	0	0	0	66
AB Kitchen	78	20	20	8	0	12	0	0	0	20
Angie's	48	12	12	12	0	0	0	0	0	12
Homespun	16	4	4	4	0	0	0	0	0	4
	408	102	102	37	12	53	0	0	0	102

Please note that zoning codes, flood zones and wetland delineations change periodically, and we recommend checking prior to submitting building plans. Further studies to assess the site may be required at time of permitting.

If you have any questions, please feel free to contact me directly.

Sincerely,

Amanda L. Askew
Neighborhood Dept. Director

Sec. 24-115. - Central business district (CBD).

(a) *Intent.* The central business district is intended for low intensity, neighborhood scale commercial and retail and food service uses, and professional offices, which are suitable within the constraints of the existing development patterns of the district and which contribute to the commercial, civic and cultural vitality of the City of Atlantic Beach Town Center area. The central business district contains an established development pattern with a predominance of older structures built prior to the current requirements for area, setbacks, parking and other site related elements, and this character should be retained. Figure 8 is a map of the central business district.



Figure 8 Central Business District Map

(b) *Permitted uses.* The uses permitted in the central business district shall be:

(1) Low intensity service establishments such as barber or beauty shops, shoe repair, laundromat, (but not dry cleaners), tailors or dressmakers.

(2) Low intensity retail sales of items such as wearing apparel, toys, sundries and notions, books, stationery, luggage, jewelry, or similar uses.

(3) Medical and dental offices, but not hospitals.

(4) Professional offices such as accountants, architects, attorneys, engineers, and similar uses.

(5) Business offices such as real estate broker, insurance agents, and similar uses.

(6) Banks and financial institutions without drive-through facilities.

(7) Restaurants, café, coffee shops without drive-up or drive-through service.

(8) Art galleries, libraries, museums, cultural centers.

(9)

Government use, buildings and facilities.

(10) Uses authorized pursuant to a right-of-way revocable license agreement.

(11) A single-family dwelling unit within the same building occupied by a permitted use.

(12) Mixed use projects combining the above uses and those approved as a use-by-exception pursuant to subsection (c) below.

(13) On-premises consumption of beer and wine only in conjunction with a full service restaurant.

(14) On-premises consumption of alcohol, indoors only, when located at least one hundred (100) feet from any residentially zoned property. This distance shall be measured in a straight line from the closest distance between the indoor space where consumption will occur to the nearest residentially zoned property.

(c) *Uses-by-exception.* Within the central business district, the following uses may be approved as a use- by-exception.

(1) Residential, where such residential use is within the same building of a mixed use project subject to density requirements of the comprehensive plan.

(2) Live entertainment, both indoor and outdoor, in conjunction with a permitted use or approved use-by-exception, not including adult entertainment establishments as defined by F.S. § 847.001(2) and also not including outdoor entertainment such as putt-putt golf and driving ranges, skate park, firing ranges, amusement centers and video game arcades and any type of token or coin-operated video or arcade games, tattoo or body artists or studios, movie theaters, billiard and pool halls.

(3) Off-street parking lots.

(4) Hotel, motel, motor lodge, resort rental or tourist court and short term rental.

(5) On-premises consumption of alcohol when located less than one hundred (100) feet from any residentially zoned property or when occurring outdoors.

(d) *Lot size and yard requirements.*

(1) Subject to meeting required impervious surface area limits, stormwater requirements, access and parking standards, landscaping and buffering, and required sight lines, there are only defined maximum front yard requirements within the central business district.

(2) Yard requirements. The yard requirements within the central business district shall be:

(a) Front: 15 feet (maximum)

(b) Rear: 0 feet (minimum)

(c) Side: 0 feet (minimum)

(e) *General restrictions.* The following restrictions shall apply to all development within the central business district:

(1) Maximum impervious surface: Seventy (70) percent. Where lawfully existing structures and improvements on a parcel exceed this applicable percentage, additions/modifications to such structures and improvements shall not exceed the pre-existing impervious surface percentage, provided the stormwater requirements of section 24-89 and the landscaping requirements of division 8 are met. However, new development and major remodels shall not exceed seventy (70) percent regardless of the existing impervious percentage.

(2) Required landscaping shall be provided in accordance with division 8 of this chapter.

(3) Stormwater management requirements in accordance with section 24-89.

(4) Maximum building height: Thirty-five (35) feet.

(5) Commercial development standards in accordance with section 24-171.

(f) *Right-of-way revocable license agreements and uses restrictions.* Outside seating for restaurants, coffee shops and sidewalk cafes may be operated by the management of adjacent permitted food service establishments, subject to the provisions of section 19-8.

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

ZONING VERIFICATION LETTER APPLICATION

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

FOR INTERNAL OFFICE USE ONLY
PERMIT# _____

☐ $100.00 Application Fee

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

APPLICANT INFORMATION

NAME/COMPANY Michael Sittner o/b/o Southcoast Capital Partnership, LLC

ADDRESS 241 Atlantic Boulevard, Suite 201 CITY Neptune Beach STATE FL ZIP CODE 32266

CONTACT PERSON Michael Sittner

EMAIL msittner@drivermcafee.com PHONE # (904) 807-8214 CELL # _____

PROPERTY INFORMATION

PROPERTY ADDRESS 299 Atlantic Boulevard, Atlantic Beach, FL 32233 RE# 172531 0000

INSTRUCTIONS: A Zoning Verification Letter confirms a property's current zoning district, future land use category, and allowed land uses. Copies of other documents (i.e. certificate of occupancy, site plans, engineering plans, etc.) may be obtained through a Public Records Request with the City Clerk. A $100.00 application fee is required before issuance of a Zoning Verification Letter. Please provide any additional requests in the area below.

See attached.

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

SIGNATURE OF APPLICANT	PRINT OR TYPE NAME OF APPLICANT	DATE
	Michael Sittner	November 10, 2025

ZONING VERIFICATION LETTER APPLICATION 01.29.2025

DMHD
DRIVER McAFEE
HAWTHORNE DIEBENOW

One Independent Drive
Suite 1200
Jacksonville, Florida 32202

P (904) 301.1269
F (904) 301.1279
www.drivermcafee.com

November 10, 2025

City of Atlantic Beach
Planning/Community Development Division
Attn: Amanda Askew, Neighborhoods Department Director
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Zoning Verification Letter Regarding Parking for 299 Atlantic Boulevard, Atlantic Beach, Florida 32233

Dear Amanda:

We request verification that the amount and location of parking spaces shown in the attached exhibits meet the Land Development Regulations for parking set forth in Section 24-161 for the existing and proposed commercial operations at 299 Atlantic Boulevard, Atlantic Beach, Florida 32233 (the "Property").

As shown in the attached exhibits, the new restaurant tenant replacing the Ragtime location will have 264 seats, resulting in a parking demand of 66 spaces under Section 24-161. In combination with the other existing restaurant tenants in the building, the total parking demand for the Property is 102 spaces. This is met by: (i) 37 parking spaces on the lot at the corner of Ahern Street and East Coast Drive; (ii) 12 on-street spaces on Atlantic Boulevard directly adjacent to the Property (allowed pursuant to Section 24-161(g)(6)); and (iii) 53 of the total 56 spaces on the lot south of Atlantic Boulevard (the "Monticello Lot"). The Monticello Lot is permitted under Section 24-161(f)(2) because those spaces are a maximum of 380± feet from the Property as demonstrated in the parking distance exhibit. Also included are the property cards and deeds for each parcel, demonstrating that all lots are owned by the same entity. Finally, pursuant to the Map B1 of the Transportation Element of the Comprehensive Plan, the portion of Atlantic Boulevard adjacent to the Property is neither an arterial nor a major collector roadway. Connected sidewalks and crosswalks create a safe pedestrian path from the Monticello Lot to the Property.

Accordingly, based on the above, we request that the City verifies that the parking depicted in the attached exhibits satisfies the Section 24-161 parking requirements for the Property.

A check in the amount of $100 for the application fee is attached. If you have any questions, please let me know.

Sincerely,

Michael Sittner

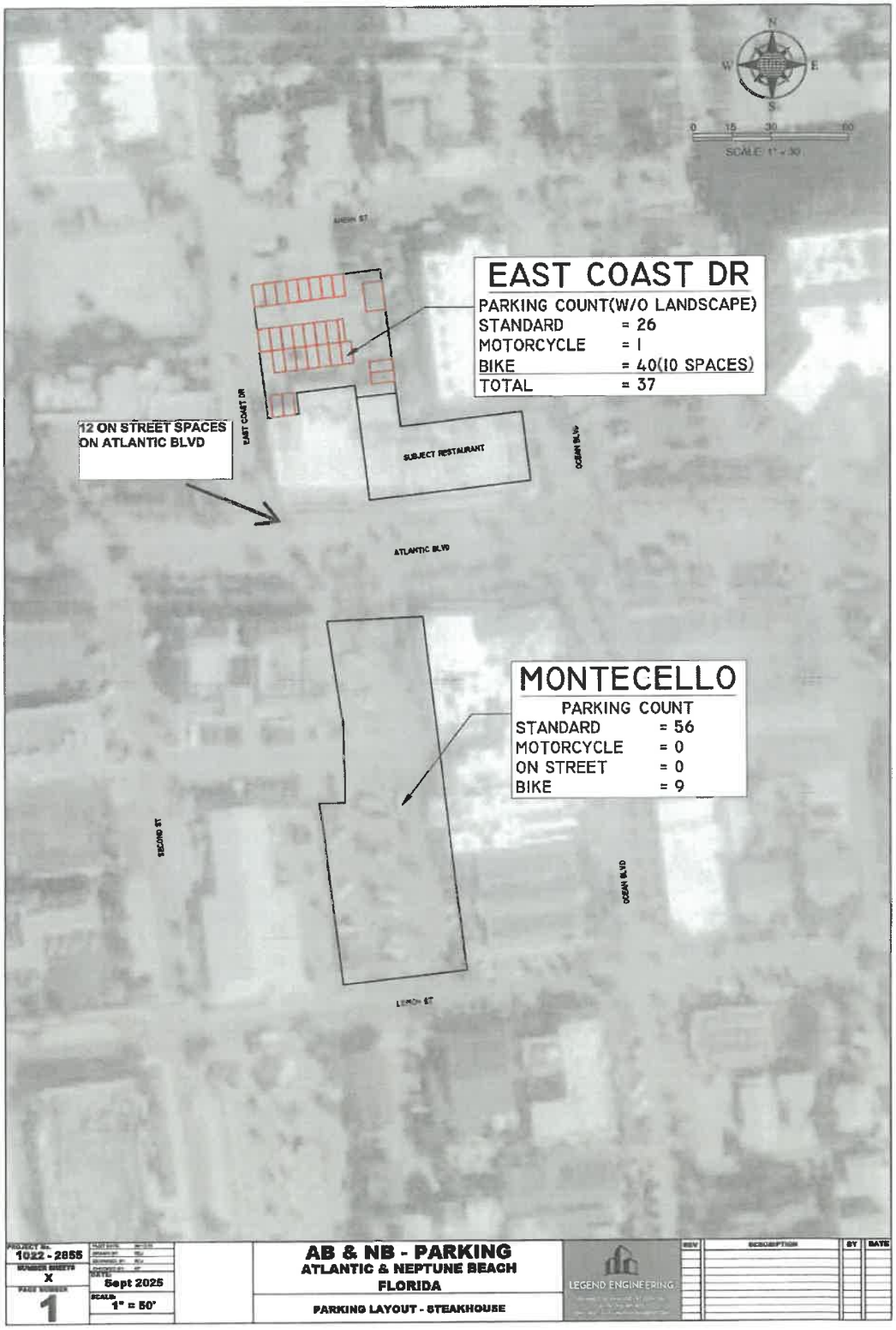
Enclosures

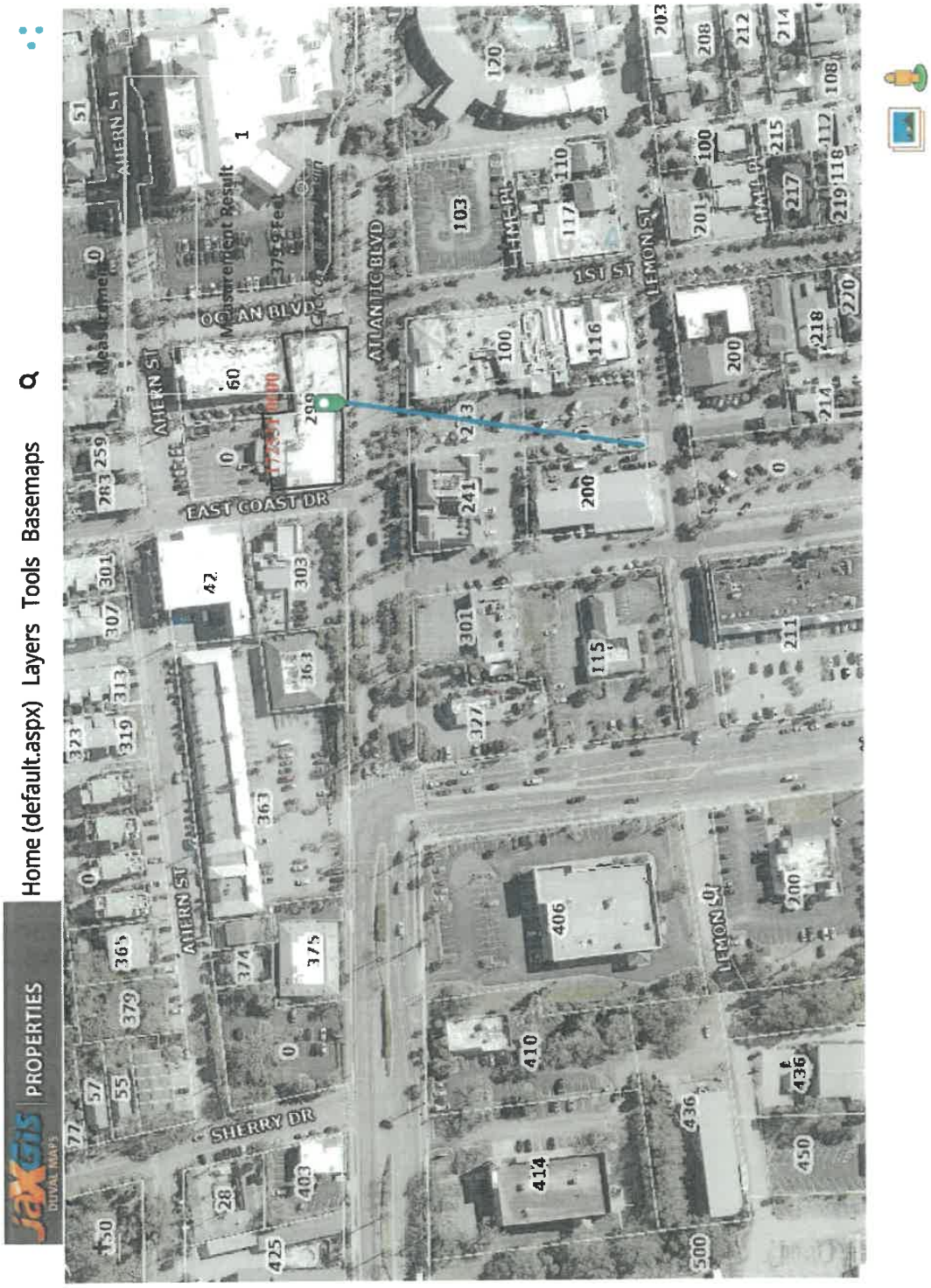
cc: Steve Diebenow
Kristi Pecci
Ricky Jackson

PARKING REQUIREMENTS AND PROVIDED SPACES FOR 299 ATLANTIC BOULEVARD

Former Ragtime Space Renovation: Steve 9/29/2025

Atlantic Beach:	Required Parking:			Landlord Parking Provided:						
	Total Seats	4 seats = 1 space	Required Count	37 spaces ECDR lot	12 On-Street Atl Blvd	56 spaces Monticello Lot	28 spaces SCBII Lot	65 spaces Lemon lot	35 spaces 302 3rd lot	Parking Provided
New Tenant	264	66	66	13	12	41	0	0	0	66
AB Kitchen	78	20	20	8	0	12	0	0	0	20
Angie's	45	12	12	12	0	0	0	0	0	12
Homespun	16	4	4	4	0	0	0	0	0	4
	403	102	102	37	12	53	0	0	0	102


EAST COAST DR
PARKING COUNT(W/O LANDSCAPE)
STANDARD = 26
MOTORCYCLE = 1
BIKE = 40(10 SPACES)
TOTAL = 37
12 ON STREET SPACES ON ATLANTIC BLVD
EAST COAST DR
SUBJECT RESTAURANT
OCEAN BLVD
ATLANTIC BLVD
MONTECELLO
PARKING COUNT
STANDARD = 56
MOTORCYCLE = 0
ON STREET = 0
BIKE = 9
SECOND ST
OCEAN BLVD
LEMON ST
N
S
E
W
0 15 30 60
SCALE: 1" = 30'
PROJECT No. 1022 - 2855
SHEET No. 1
DATE Sept 2025
SCALE 1" = 50'
AB & NB - PARKING
ATLANTIC & NEPTUNE BEACH
FLORIDA
PARKING LAYOUT - STEAKHOUSE
LEGEND ENGINEERING
REV
DESCRIPTION
BY
DATE


JAXGIS
DUVAL MAPS
PROPERTIES
Home (default.aspx) Layers Tools Basemaps
EAST COAST DR
ATLANTIC BLVD
OCEAN BLVD
ATLANTIC BLVD
1ST ST
LEMON ST
ALLEN ST
SHERRY DR
Measurement Result
3796 Feet

SOUTHCOAST CAPITAL PARTNERSHIP LTD
241 ATLANTIC BLVD SUITE 201
NEPTUNE BEACH, FL 32266

Primary Site Address
100 1ST ST
Neptune Beach FL 32266-

Official Record Book/Page
15348-01438

Tile #
9421

100 1ST ST

Property Detail

RE #	172790-0050
Tax District	USD4
Property Use	1692 Shopping Ctr/Nbhd
# of Buildings	1
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	03151 NEPTUNE R/P
Total Area	26129

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

Value Summary

Value Description	2025 Certified	2026 In Progress
Value Method	Income	Income
Total Building Value	$0.00	$0.00
Extra Feature Value	$0.00	$0.00
Land Value (Market)	$1,437,480.00	$1,437,480.00
Land Value (Agric.)	$0.00	$0.00
Just (Market) Value	$6,410,700.00	$6,410,700.00
Assessed Value	$5,404,073.00	$5,944,480.00
Cap Diff/Portability Amt	$1,006,627.00 / $0.00	$466,220.00 / $0.00
Exemptions	$0.00	See below
Taxable Value	$5,404,073.00	See below

Taxable Values and Exemptions -- In Progress

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

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

`School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
15348-01438	8/19/2010	$100.00	QC - Quit Claim	Unqualified	Vacant
15307-00800	6/11/2010	$100.00	QC - Quit Claim	Unqualified	Vacant
08922-02298	4/10/1998	$26,300.00	WD - Warranty Deed	Unqualified	Vacant
08701-02006	8/15/1997	$507,500.00	SW - Special Warranty	Qualified	Vacant
07231-00297	11/26/1991	$100.00	QC - Quit Claim	Unqualified	Vacant
06675-00283	3/1/1989	$100.00	MS - Miscellaneous	Unqualified	Improved
06628-01430	12/1/1988	$100.00	MS - Miscellaneous	Unqualified	Improved
05642-00142	4/22/1983	$100.00	MS - Miscellaneous	Unqualified	Improved
05638-01455	4/14/1983	$100.00	MS - Miscellaneous	Unqualified	Improved
01519-00517	12/30/1899	$100.00	- Unknown	Unqualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	FPMC6	Fireplace Masonry	1	0	0	1.00	$1,220.00
2	CVPC2	Covered Patio	1	12	3	36.00	$209.00
3	WMCC1	Wall Masonry/Concrt	1	0	0	336.00	$1,547.00
4	PVAC1	Paving Asphalt	1	0	0	6,605.00	$6,380.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	NCBD	0.00	0.00	Common	26,136.00	Square Footage	$1,437,480.00

Legal

LN	Legal Description
1	4-46 21-2S-29E .6
2	NEPTUNE REPLAT
3	LOTS 5,6,7,PT LYING N THEREOF
4	RECD O/R 6675-283, N 15 FT LOT 8
5	BLK 29,
6	15-44 NEPTUNE BEACH TERR SEC 2 S/D
7	LOT 81(EX PT RECD D BK 1519-517),
8	PT LOT 83 RECD O/R 7231-2974

Buildings

Building 1
Building 1 Site Address
100 1ST ST Unit
Neptune Beach FL 32266-

Building Type	1602 - SHOP CTR NBHD

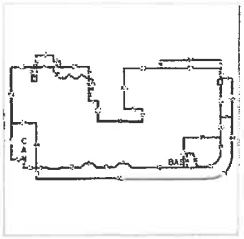
Element	Code	Detail
Exterior Wall	17	17 C.B. Stucco
Roof Struct	4	4 Wood Truss
Roofing Cover	4	4 Built Up/T&G

Year Built	1947
Building Value	$1,503,967.00

Type	Gross Area	Heated Area	Effective Area
Base Area	14959	14959	14959
Canopy	960	0	240
Canopy	2603	0	651
Canopy	234	0	58
Patio	456	0	23
Canopy	321	0	80
Base Area	852	852	852
Finished upper story 1	852	852	852
Patio	36	0	2
Canopy	20	0	5
Canopy	40	0	10
Base Area	113	113	113
Canopy	113	0	28
Canopy	413	0	103
Canopy	20	0	5
Total	21992	16776	17981

Interior Wall	5	5 Drywall
Int Flooring	11	11 Cer Clay Tile
Int Flooring	15	15 Quar/Hrd Tile
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central
Ceiling Wall Finish	5	5 S Ceil Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	3	3 C-Masonry

Element	Code	Detail
Stories	1.000	
Baths	48.000	
Rooms / Units	16.000	
Avg Story Height	10.000	



2025 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	$5,404,073.00	$0.00	$5,404,073.00	$39,431.07	$43,374.17	$40,943.96
Public Schools: By State Law	$6,410,700.00	$0.00	$6,410,700.00	$19,128.66	$19,841.12	$19,198.12
By Local Board	$6,410,700.00	$0.00	$6,410,700.00	$13,907.25	$14,411.25	$13,756.08
School Board Voted	$6,410,700.00	$0.00	$6,410,700.00	$6,186.50	$6,410.70	$6,410.70
FL Inland Navigation Dist.	$5,404,073.00	$0.00	$5,404,073.00	$141.49	$155.64	$145.91
Neptune Beach	$5,404,073.00	$0.00	$5,404,073.00	$16,534.50	$18,187.95	$17,257.37
Water Mgmt Dist. SJRWMD	$5,404,073.00	$0.00	$5,404,073.00	$880.86	$968.95	$920.31
Urban Service Dist4	$5,404,073.00	$0.00	$5,404,073.00	$0.00	$0.00	$0.00
			Totals	$96,210.33	$103,349.78	$98,632.45

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	$6,186,500.00	$4,912,794.00	$0.00	$4,912,794.00
Current Year	$6,410,700.00	$5,404,073.00	$0.00	$5,404,073.00

2025 TRIM Property Record Card (PRC)
This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)
The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2025

2024

2023

2022

• To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here:

More Information
ontact Us | Parcel Tax Record | GIS Map | Map this property on Google Maps | City Fees Record

SOUTHCOAST CAPITAL PARTNERSHIP LTD
241 ATLANTIC BLVD SUITE 201
NEPTUNE BEACH, FL 32266

Primary Site Address
0 LEMON ST
Neptune Beach FL 32266-

Official Record Book/Page
15348-01438

Tile #
9421

0 LEMON ST

Property Detail

RE #	172642-0000
Tax District	USD4
Property Use	2891 Parking Lot
# of Buildings	0
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	03148 NEPTUNE BEACH TER SEC 2
Total Area	7500

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

Value Summary

Value Description	2025 Certified	2026 In Progress
Value Method	CAMA	CAMA
Total Building Value	$0.00	$0.00
Extra Feature Value	$8,513.00	$8,513.00
Land Value (Market)	$391,875.00	$391,875.00
Land Value (Agric.)	$0.00	$0.00
Just (Market) Value	$400,388.00	$400,388.00
Assessed Value	$400,388.00	$400,388.00
Cap Diff/Portability Amt	$0.00 / $0.00	$0.00 / $0.00
Exemptions	$0.00	See below
Taxable Value	$400,388.00	See below

Taxable Values and Exemptions – In Progress

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

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
15348-01438	8/19/2010	$100.00	QC - Quit Claim	Unqualified	Vacant
15307-00800	6/11/2010	$100.00	QC - Quit Claim	Unqualified	Vacant
08701-02006	8/15/1997	$507,500.00	SW - Special Warranty	Qualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	0	0	0	7,125.00	$6,883.00
2	LPMC1	Light Pole Metal	0	0	0	2.00	$1,083.00
3	LITC1	Lighting Fixtures	0	0	0	2.00	$547.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	NCBD	0.00	0.00	Common	7,125.00	Square Footage	$391,875.00

Legal

LN	Legal Description
1	15-37 21-25-29E .164
2	NEPTUNE BEACH TERR SEC 2 S/D
3	LOT 82

Buildings

No data found for this section

2025 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	$400,388.00	$0.00	$400,388.00	$3,213.61	$3,213.59	$3,033.54
Public Schools: By State Law	$400,388.00	$0.00	$400,388.00	$1,238.01	$1,239.20	$1,199.04
By Local Board	$400,388.00	$0.00	$400,388.00	$900.08	$900.07	$859.15
School Board Voted	$400,388.00	$0.00	$400,388.00	$400.39	$400.39	$400.39
FL Inland Navigation Dist.	$400,388.00	$0.00	$400,388.00	$11.53	$11.53	$10.81
Neptune Beach	$400,388.00	$0.00	$400,388.00	$1,347.55	$1,347.55	$1,278.60
Water Mgmt Dist. SJRWMD	$400,388.00	$0.00	$400,388.00	$71.79	$71.79	$68.19
Urban Service Dist4	$400,388.00	$0.00	$400,388.00	$0.00	$0.00	$0.00
			Totals	$7,182.96	$7,184.12	$6,849.72

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	$400,390.00	$400,390.00	$0.00	$400,390.00
Current Year	$400,388.00	$400,388.00	$0.00	$400,388.00

2025 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)
The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2025
2024
2023
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2018
2017
2016
2015
2014

• To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here:

More Information
ontact Us | Parcel Tax Record | GIS Map | Map this property on Google Maps | City Fees Record

SOUTHCOAST CAPITAL PARTNERSHIP LTD
241 ATLANTIC BLVD SUITE 201
NEPTUNE BEACH, FL 32266

Primary Site Address
233 ATLANTIC BLVD
Neptune Beach FL 32266-

Official Record Book/Page
15307-00800

Tile #
9421

233 ATLANTIC BLVD

Property Detail

RE #	172643-0020
Tax District	USD4
Property Use	2891 Parking Lot
# of Buildings	0
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	03148 NEPTUNE BEACH TER SEC 2
Total Area	10912

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

Value Summary

Value Description	2025 Certified	2026 In Progress
Value Method	CAMA	CAMA
Total Building Value	$0.00	$0.00
Extra Feature Value	$10,195.00	$10,195.00
Land Value (Market)	$601,346.00	$601,346.00
Land Value (Agric.)	$0.00	$0.00
Just (Market) Value	$611,541.00	$611,541.00
Assessed Value	$611,541.00	$611,541.00
Cap Diff/Portability Amt	$0.00 / $0.00	$0.00 / $0.00
Exemptions	$0.00	See below
Taxable Value	$611,541.00	See below

Taxable Values and Exemptions – In Progress

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

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
15307-00800	6/11/2010	$100.00	QC - Quit Claim	Unqualified	Improved
08701-02006	8/15/1997	$507,500.00	SW - Special Warranty	Qualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	PVAC1	Paving Asphalt	0	0	0	8,866.00	$8,565.00
2	LPMC1	Light Pole Metal	0	0	0	2.00	$1,083.00
3	LITC1	Lighting Fixtures	0	0	0	2.00	$547.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	NCBD	0.00	0.00	Common	10,933.56	Square Footage	$601,346.00

Legal

LN	Legal Description
1	15-44 21-2S-29E .251
2	NEPTUNE BEACH TERR SEC 2 S/D
3	LOT 83(EX PT RECD D BK 1519-517,
4	O/R 14588-711, 15605-2330)

Buildings

No data found for this section

2025 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	$611,541.00	$0.00	$611,541.00	$4,908.37	$4,908.35	$4,633.34
Public Schools: By State Law	$611,541.00	$0.00	$611,541.00	$1,890.89	$1,892.72	$1,831.38
By Local Board	$611,541.00	$0.00	$611,541.00	$1,374.75	$1,374.74	$1,312.24
School Board Voted	$611,541.00	$0.00	$611,541.00	$611.54	$611.54	$611.54
FL Inland Navigation Dist.	$611,541.00	$0.00	$611,541.00	$17.61	$17.61	$16.51
Neptune Beach	$611,541.00	$0.00	$611,541.00	$2,058.21	$2,058.20	$1,952.90
Water Mgmt Dist. SJRWMD	$611,541.00	$0.00	$611,541.00	$109.65	$109.65	$104.15
Urban Service Dist4	$611,541.00	$0.00	$611,541.00	$0.00	$0.00	$0.00
			Totals	$10,971.02	$10,972.81	$10,462.06

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	$611,543.00	$611,543.00	$0.00	$611,543.00
Current Year	$611,541.00	$611,541.00	$0.00	$611,541.00

2025 TRIM Property Record Card (PRC)

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Property Record Card (PRC)
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SOUTHCOAST CAPITAL PRTNSHIP LTD
241 ATLANTIC BLVD SUITE 201
NEPTUNE BEACH, FL 32266

Primary Site Address
299 ATLANTIC BLVD
Atlantic Beach FL 32233-

Official Record Book/Page
06063-02091

Tile #
9421

299 ATLANTIC BLVD

Property Detail

RE #	172531-0000
Tax District	USD3
Property Use	1692 Shopping Ctr/Nbhd
# of Buildings	2
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	03146 ATLANTIC BEACH TERRACE
Total Area	17637

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

Value Summary

Value Description	2025 Certified	2026 In Progress
Value Method	Income	Income
Total Building Value	$0.00	$0.00
Extra Feature Value	$0.00	$0.00
Land Value (Market)	$838,530.00	$838,530.00
Land Value (Agric.)	$0.00	$0.00
Just (Market) Value	$3,872,700.00	$3,876,800.00
Assessed Value	$3,872,700.00	$3,876,800.00
Cap Diff/Portability Amt	$0.00 / $0.00	$0.00 / $0.00
Exemptions	$0.00	See below
Taxable Value	$3,872,700.00	See below

Taxable Values and Exemptions – In Progress

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

County/Municipal Taxable Value
No applicable exemptions

SJRWMD/FIND Taxable Value
No applicable exemptions

`School Taxable Value
No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
06063-02091	12/30/1985	$90.00	MS - Miscellaneous	Unqualified	Improved
06138-01178	3/12/1986	$100.00	MS - Miscellaneous	Unqualified	Improved
06632-01281	12/28/1988	$100.00	MS - Miscellaneous	Unqualified	Improved
06675-00283	3/1/1989	$100.00	MS - Miscellaneous	Unqualified	Improved

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	WMBC1	Wall Masonry/Brick	1	0	0	60.00	$329.00
2	FWDC1	Fence Wood	1	0	0	20.00	$93.00
3	FVYC1	Fence Vinyl	1	0	0	22.00	$278.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	ACBD	0.00	0.00	Common	15,246.00	Square Footage	$838,530.00

Legal

LN	Legal Description
1	15-34 21-2S-29E .35
2	ATLANTIC BEACH TERR S/D
3	LOTS 1 TO 4,PT CLOSED ALLEY,
4	5-69 ATLANTIC BEACH
5	S 15FT LOT 7,LOT 8,LOT S OF LOT 8
6	BLK 35

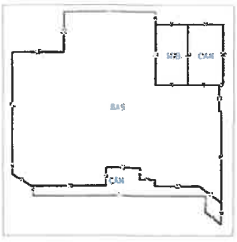
Buildings

Building 1
Building 1 Site Address
299 ATLANTIC BLVD Unit
Atlantic Beach FL 32233-

Building Type	1602 - SHOP CTR NBHD
Year Built	1940
Building Value	$613,563.00

Type	Gross Area	Heated Area	Effective Area
Base Area	6860	6860	6860
Canopy	666	0	166
Canopy	510	0	128
Semi-Finished Base	480	480	384

Element	Code	Detail
Exterior Wall	20	20 Face Brick
Exterior Wall	15	15 Concrete Blk
Roof Struct	4	4 Wood Truss
Roofing Cover	4	4 Built Up/T&G
Interior Wall	5	5 Drywall
Int Flooring	7	7 Cork/Vnyl Tile
Int Flooring	3	3 Concrete Fin
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central
Ceiling Wall Finish	6	6 NS Ceil Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	3	3 C-Masonry



Total	8516	7340	7538

Element	Code	Detail
Stories	1.000	
Baths	21.000	
Rooms / Units	4.000	
Avg Story Height	10.000	
Common Wall	10.000	

2025 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	$3,872,700.00	$0.00	$3,872,700.00	$29,136.08	$31,083.06	$29,341.51
Public Schools: By State Law	$3,872,700.00	$0.00	$3,872,700.00	$11,753.93	$11,986.01	$11,597.57
By Local Board	$3,872,700.00	$0.00	$3,872,700.00	$8,545.55	$8,705.83	$8,310.04
School Board Voted	$3,872,700.00	$0.00	$3,872,700.00	$3,801.40	$3,872.70	$3,872.70
FL Inland Navigation Dist.	$3,872,700.00	$0.00	$3,872,700.00	$104.55	$111.53	$104.56
Atlantic Beach	$3,872,700.00	$0.00	$3,872,700.00	$10,313.17	$11,002.34	$10,189.85
Water Mgmt Dist. SJRWMD	$3,872,700.00	$0.00	$3,872,700.00	$650.88	$694.38	$659.52
Urban Service Dist3	$3,872,700.00	$0.00	$3,872,700.00	$0.00	$0.00	$0.00
			Totals	$64,305.56	$67,455.85	$64,075.75

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	$3,801,400.00	$3,630,121.00	$0.00	$3,630,121.00
Current Year	$3,872,700.00	$3,872,700.00	$0.00	$3,872,700.00

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More Information
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Doc # 2010163761, OR BK 15307 Page 800, Number Pages: 8, Recorded 07/15/2010 at 01:26 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $69.50

Prepared by:
Kerschiel D. Smith, Esq.
FDIC Legal Division
1601 Bryan Street
Dallas, Texas 75201

Return to:
Bert C. Simon, Esq.
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

QUIT CLAIM DEED

This Quit Claim Deed is made this 11 day of June, 2010, by the **Federal Deposit Insurance Corporation, as Receiver for CapitalSouth Bank**, whose address is 1601 Bryan Street, Dallas, Texas 75201 (the "Receiver"), and **Southcoast Capital Partnership, Ltd.**, a Florida limited partnership, whose address is 1600 Independent Square, Jacksonville, Florida 32202 ("Landowner").

RECITALS:

Whereas, Southcoast Capital Partnership, LTD and The Monticello Companies, Inc. entered into a Perpetual Easement Agreement on August 15, 1997, recorded at Official Records Book 8701, page 2009 of the Public Records of Duval County, Florida ("Original Easement"),

Whereas, Southcoast Capital Partnership, LTD and The Monticello Companies, Inc. entered into an Amendment of Perpetual Easement Agreement to amend the Original Easement, on April 30, 1998, recorded on May 7, 1998 at Official Records Book 8936, pages 1020-1027, Doc. #98107886 of the Public Records of Duval County, Florida (the "Amendment"). The Original Easement as amended by the Amendment is referred to herein as the "Easement Agreement." Capitalized terms used herein, but not defined, shall be given the meanings given in the Easement Agreement.

Whereas, Monticello Bank (and any subsidiaries, if any) merged without assistance into CapitalSouth Bank on September 15, 2007;

Whereas, the State of Alabama Superintendent of Banks ("Superintendent") closed CapitalSouth Bank on August 21, 2009; and

Whereas, the Superintendent appointed the Federal Deposit Insurance Corporation as Receiver of CapitalSouth Bank on August 21, 2009.

WITNESSETH:

That the Receiver, for and in consideration of (1) the sum of Ten and no/100 Dollars ($10.00), in hand paid, the receipt thereof acknowledged, (2) Landlord's waiver of Receiver's

non-compliance, if any, with any provisions of the Easement Agreement, (3) Landowner's waiver of any requirement that any party "shall remove [the] ATM and shall leave the underlying area broom-clean and in good order and condition, reasonable wear and tear and casualty excepted, and shall repair all damage caused by such removal," and (4) Landlord's agreement that Receiver shall incur no past, present or future expenses concerning the Easement Agreement, including, but not limited to tangible personal property taxes, and ad valorem real property taxes attributable to the ATM and the improvements located thereon levied and assessed, Receiver has remised, released and quit-claimed, and by these presents does remise, release and quit claim unto the Landowner, and its heirs, successors and assigns forever, the following described perpetual easement ("Easement") concerning the property located in the County of Duval, State of Florida ("Property"), such Property described in Exhibit "A", attached hereto and incorporated herein for all purposes, and such Easement concerning the Property described in Exhibit B1 and Exhibit B2, attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Receiver, either in law or equity, *without covenant, representation, or warranty* of any kind or nature, express or implied, with respect to the Easement concerning the Property, to the only proper use, benefit and behalf of the Landowner, his heirs, successors and assigns forever.

This Quit Claim Deed is made for the purpose of terminating that Perpetual Easement Agreement (concerning the Easement) dated August 15, 1997, recorded at Official Records Book 8701, Page 2009, Duval County, Florida Public Records, as amended by that Amendment of Perpetual Easement Agreement dated April 30, 1998 recorded at Official Records Book 8936, Page 1020, Duval County, Florida Public Records.

IN WITNESS WHEREOF, the Receiver has hereunto set his/her hand and seal the day and year first above written.

Signed, Sealed, and Delivered
In the Presence of:

Signature of Witness

Raul G. Muñoz
Name of Witness

Signature of Witness

Name of Witness

Federal Deposit Insurance Corporation, as
Receiver for CapitalSouth Bank

By: Jay W Smith
Name:
Title: Attorney in Fact JAY W SMITH ATTORNEY-IN-FACT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 14th day of June, 2010, by Jay W Smith, the Attorney in Fact of the Federal Deposit Insurance Corporation as Receiver for CapitalSouth Bank, on behalf of corporation. He/She is personally known to me or has provided _____ as identification.

CAROL ADAMS MASSEY
MY COMMISSION EXPIRES
May 6, 2013

Carol Adams Massey
Notary Signature
Name: _____
My Commission Expires:

Acceptance by and Consent of Landowner, and Release of Receiver

Southcoast Capital Partnership, Ltd. accepts delivery of the foregoing Quit Claim Deed and consents to the termination of the Easement Agreement as described in the Quit Claim Deed, and Southcoast Capital Partnership, Ltd., for the consideration as set forth hereinabove, releases and discharges the Federal Deposit Insurance Corporation as Receiver for CapitalSouth Bank from the Easement Agreement and all imposed past, present and future duties created under the Easement Agreement and all other obligations created by virtue of the Easement Agreement, based upon, or in any way arising or growing out of, resulting from, connected with, or in any way whatsoever related to the Property, the Easement, and the Easement Agreement.

Southcoast Capital Partnership, Ltd.,
a Florida limited partnership

By: Beaches Corner, Inc., a Florida
corporation, its General Partner

By: David R Shields
Print Name: David Shields
Title: VP
Date: 7/6/10

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3

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of July, 2010, by David R. Shields, the Vice President of Beaches Corner, Inc., a Florida corporation, the General Partner of Southcoast Capital Partnership, Ltd., a Florida limited partnership, who is either personally known by me ~~or has produced _____ as identification.~~

CLAUDIA S. KIRKLAND
MY COMMISSION # DD 584615
EXPIRES: August 14, 2010
Bonded Thru Notary Public Underwriters

Claudia S. Kirkland
Notary Public, State of Florida at Large.
My Commission Expires:
Serial No. _____

LIST OF EXHIBITS

Exhibit "A" The Property
Exhibit "B" 1. Legal Description and Map of Additional Easement
2. Map of Existing Utility Lines

EXHIBIT "A"

Lots 81, 82 and 83 Neptune Beach Terrace Section 2, according to Plat thereof recorded in Plat Book 15, page 44 of the current public records of Duval County, Florida.

LESS AND EXCEPT:

Those portions of Lots 81 and 83 conveyed and described in the deed recorded in Deed Book 1519, page 517 of the current public records of Duval County, Florida.

JEB/138908.1

OR BK 15307 PAGE 806

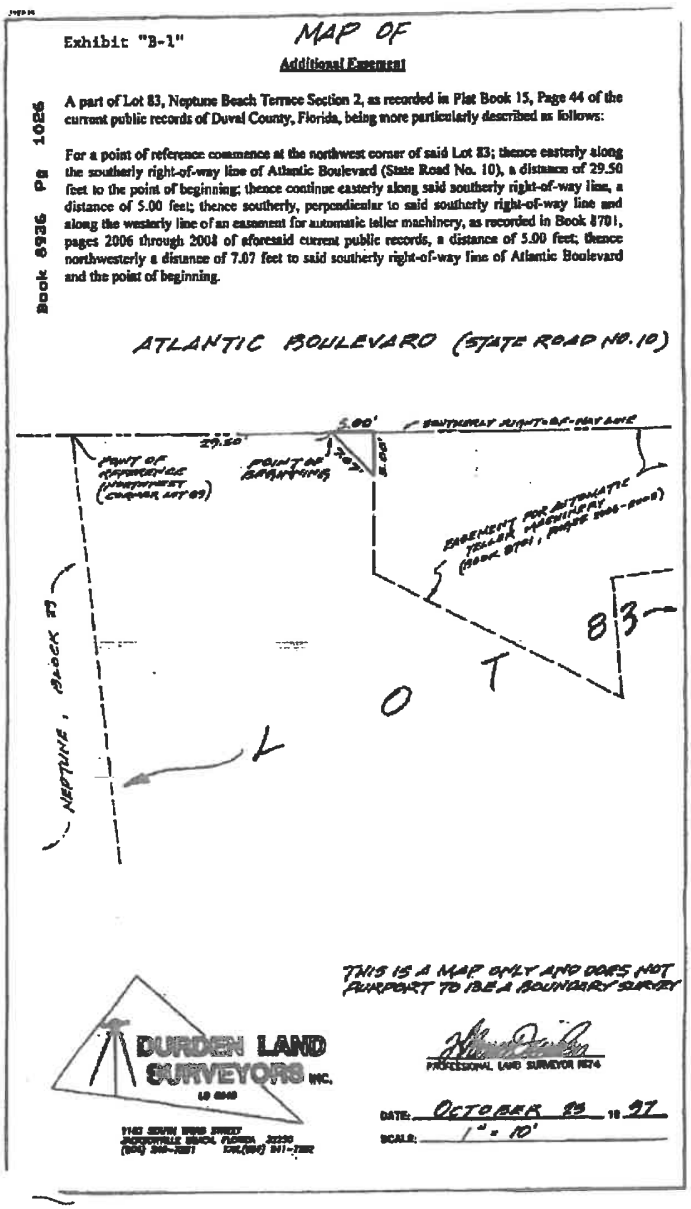
Book 8936 Pg 1026

Exhibit "B-1" MAP OF

Additional Easement

A part of Lot 83, Neptune Beach Terrace Section 2, as recorded in Plat Book 15, Page 44 of the current public records of Duval County, Florida, being more particularly described as follows:

For a point of reference commence at the northwest corner of said Lot 83; thence easterly along the southerly right-of-way line of Atlantic Boulevard (State Road No. 10), a distance of 29.50 feet to the point of beginning; thence continue easterly along said southerly right-of-way line, a distance of 5.00 feet; thence southerly, perpendicular to said southerly right-of-way line and along the westerly line of an easement for automatic teller machinery, as recorded in Book 8701, pages 2006 through 2008 of aforesaid current public records, a distance of 5.00 feet; thence northwesterly a distance of 7.07 feet to said southerly right-of-way line of Atlantic Boulevard and the point of beginning.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY

DURDEN LAND SURVEYORS INC.

PROFESSIONAL LAND SURVEYOR #574

DATE: OCTOBER 23 19 97

SCALE: 1" = 10'

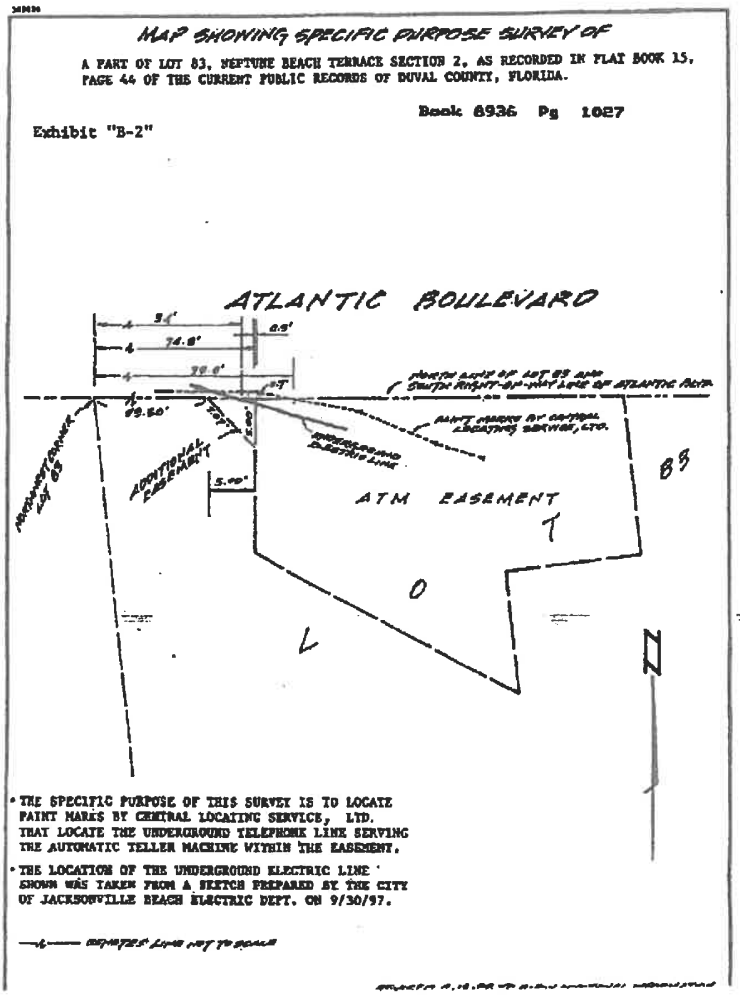
OR BK 15307 PAGE 807

MAP SHOWING SPECIFIC PURPOSE SURVEY OF

A PART OF LOT 83, NEPTUNE BEACH TERRACE SECTION 2, AS RECORDED IN PLAT BOOK 15, PAGE 44 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Book 8936 Pg 1027

Exhibit "B-2"



- THE SPECIFIC PURPOSE OF THIS SURVEY IS TO LOCATE PAINT MARKS BY CENTRAL LOCATING SERVICE, LTD. THAT LOCATE THE UNDERGROUND TELEPHONE LINE SERVING THE AUTOMATIC TELLER MACHINE WITHIN THE EASEMENT.
- THE LOCATION OF THE UNDERGROUND ELECTRIC LINE SHOWN WAS TAKEN FROM A SKETCH PREPARED BY THE CITY OF JACKSONVILLE BEACH ELECTRIC DEPT. ON 9/30/97.

—4— DENOTES 4' LINE NOT TO SCALE

VOL6675 PG0283

OFFICIAL RECORDS

DEED

THIS INDENTURE, made and executed this 1st day of March, 1989, by and between RADFORD D. LOVETT AND LAURENCE D. LOVETT, hereinafter called "Grantors," whose addresses are 1010 E. Adams Street, Jacksonville, Florida 32202, and SOUTHCOAST CAPITAL PARTNERSHIP, LTD., a Florida Limited Partnership, whose address is 1010 E. Adams Street, Jacksonville, Florida 32202, hereinafter called "Grantee;"

W I T N E S S E T H :

The Grantors, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, conveyed, and transferred and by these presents do grant, bargain, sell, release, convey and transfer unto the Grantee, its successors and assigns forever, all of the estate, right, title, interest, claim and demand which the Grantors have in and to all of the lots, pieces, or parcels of land owned by Grantors and situate, lying and being in the County of Duval, and the State of Florida, more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same, together with all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim, demand, equity and lien whatsoever of the Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

THIS INSTRUMENT PREPARED BY:
ROBERT R. KREIS, Attorney at Law
P. O. BOX 4069
JACKSONVILLE, FLORIDA 32201

RETURN TO:

Grantors are limited partners of Grantee and this deed is given as an additional contribution to the capital of Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and
delivered in the presence of:

Laurence D. Lovett

Laurence D. Lovett

Radford D. Lovett

Radford D. Lovett

STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared Laurence D. Lovett and Radford D. Lovett to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of March, 1989.

Notary Public, in and for State and County Aforesaid.
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires June 14, 1992

263070

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
REC. 11646
MAR22'89
00.55

VOL 6675 PG 0284

OFFICIAL RECORDS

EXHIBIT "A"

Parcel I

Lots Five (5) Six (6) and Seven (7), and Unnumbered Lot lying North of Lot Five (5), said Unnumbered Lot being more particularly described as being bounded on the North by the South line of Atlantic Boulevard as now established and as widened by Deed recorded in Deed Book 238, page 414, on the West by the East line of Florida East Coast Railway, on the South by the North line of Lot Five (5), and on the East by the West line of Continental Avenue, all in Block 29, Neptune, according to Plat recorded in Plat Book 4, page 46, of the current public records of said County. The property hereinabove described being located on the southwest corner of Atlantic Boulevard and First Street in the Town of Neptune Beach, Florida.

A part of the former Florida East Coast Railway Company right of way adjoining Lots 6 and 7, Block 29, Neptune, as recorded in Plat Book 4, page 46 of the current public records of Duval County, Florida, described as follows, to-wit:

Commencing at a pipe located on the Southwesterly corner of said Lot 7, run Northerly, along the Westerly line of said Lot 7, a distance of 9 feet to said point of beginning; thence run Westerly at right angle to the Westerly line of said Lot 7, a distance of 4 inches to a point in the said former Florida East Coast Railway Company right of way, thence run Northerly parallel to the Westerly line of said Lots 6 and 7, a distance of 68 feet to a point, thence run Easterly at right angle to the Westerly line of said Lot 6, a distance of 4 inches to the Westerly line of said Lot 6, thence run Southerly along the Westerly line of said Lots 6 and 7, a distance of 68 feet to the point of beginning.

Parcel II

The southerly Fifteen (15) feet of Lot Seven (7), all of Lot Eight (8) and that certain unnumbered Lot, or strip of land, lying south of Lot Eight (8) between said Lot Eight (8) and Atlantic Boulevard, as recorded in Plat Book 5, page 69 of the current public records of Duval County, Florida

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Atlantic Beach Terrace, as recorded in Plat Book 15, page 34 of the current public records of Duval County, Florida together with that certain 15 foot alley bounded on the north by the south line of Lot 5 and 6 and on the south by the North line of Lots One (1) through Four (4).

SUBJECT TO:

(1) Easements, restrictions and reservations of record.

(2) All outstanding leases whether or not of record.

89 MAR 22 P 3:41
89- 29452
RECORDS OF DUVAL COUNTY, FLA.
HENRY W. COOK
CLERK OF CIRCUIT COURT

OWNER'S AUTHORIZATION FOR AGENT

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

JOB ADDRESS 299 Atlantic Boulevard and 0 Ahern Street, Atlantic Beach, Florida 32233

OWNER INFORMATION

NAME Southcoast Capital Partnership, LLC PHONE # _____

ADDRESS 241 Atlantic Boulevard, Suite 201 CELL # _____

CITY Atlantic Beach STATE FI ZIP CODE 32266

AGENT INFORMATION

NAME Driver, McAfee, Hawthorne & Diebenow, PLLC PHONE # (904) 807-8211

ADDRESS 1 Independent Drive, Suite 1200 CELL # _____

CITY Jacksonville STATE FI ZIP CODE 32202

Driver, McAfee, Hawthorne & Diebenow, PLLC is hereby authorized to act on behalf of Southcoast Capital Partnership, LLC the owner(s) of those lands described within the attached application and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of Atlantic Beach, Florida, for an application related to a Development Permit or other action pursuant to:

☐ BUILDING PERMIT	☐ USE-BY-EXCEPTION	☐ COMPREHENSIVE PLAN AMENDMENT
☐ TREE PERMIT	☒ ZONING VARIANCE	☐ PLAT, REPLAT OR LOT DIVISION
☐ SIGN PERMIT	☐ ZONING MAP AMENDMENT	☐ OTHER _____

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

SIGNATURE OF OWNER	W. RADFORD LOVETT III	10-14-2025
	PRINT OR TYPE NAME	DATE
SIGNATURE OF AGENT	Michael Sittner	10.13.25
	PRINT OR TYPE NAME	DATE

OWNERS AUTHORIZATION 05.06.2025

Outlook

Fwd: Monticello Lot

From Steve Diebenow <SDiebenow@drivermcafee.com>
Date Fri 12/12/2025 11:34 AM
To Askew, Amanda <aaskew@coab.us>
Cc Michael D. Sittner <MSittner@drivermcafee.com>; Richie Mullaney <rmullaney@drivermcafee.com>

Amanda,

Thank you so much for chatting yesterday.

Please find the email below from our client. As you can see, we are not relying on any parking spaces that are being "double counted".

I trust this addresses the last question you had. Look forward to receiving the parking confirmation letter at your earliest convenience.

Please call me with any questions or concerns.

Regards,

Steven Diebenow

Cell (904) 982-4425

Begin forwarded message:

> **From:** Kristie Pecci <Kristie@lovettmiller.com>
> **Date:** December 11, 2025 at 4:17:59 PM EST
> **To:** Steve Diebenow <SDiebenow@drivermcafee.com>
> **Cc:** "Michael D. Sittner" <MSittner@drivermcafee.com>
> **Subject: Monticello Lot**
>
> Hi Steve,
>
> Parking in the Monticello lot is designated for the Atlantic Beach tenants as shown on the spreadsheet that was submitted.
>
> Previously, tenants in Neptune Beach utilized that lot but they were relocated to another Southcoast parking lot.

Kristie

Kristie Pecci
Property Manager / Office Manager
Southcoast Capital Management Corporation
Southcoast Capital Partnership, LTD
Southcoast Beaches II, LLC
Lovett Miller & Co., Inc.
TowerCom, LLC
241 Atlantic Boulevard
Suite 201
Neptune Beach, FL 32266
Kristie@lovettmiller.com
O (904) 634-0077 x 2180
C (904) 874-3664


LANDSCAPE CODES
• EXEMPT FROM INTERIOR LANDSCAPE REQ - CBD
• IN THE CBD AND TM ZONING DISTRICTS, A LANDSCAPE AREA OF AT LEAST FIVE (5) FEET IN WIDTH SHALL BE LOCATED BETWEEN THE VUA AND THE ABUTTING STREET RIGHT-OF-WAY.
• EACH ROW OF PARKING SPACES SHALL BE TERMINATED BY A PERIMETER LANDSCAPE AREA OR A LANDSCAPE ISLAND. LANDSCAPE ISLANDS SHALL HAVE INSIDE DIMENSIONS OF NOT LESS THAN TEN (10) FEET WIDE AND SEVENTEEN (17) FEET LONG, OR THIRTY-FIVE (35) FEET LONG IF A DOUBLE ROW OF PARKING, NOT INCLUDING THE WIDTH OF THE MEDIAN
EAST COAST DR
PARKING COUNT(W/ LANDSCAPE)
STANDARD = 15
PARALLEL = 3
MOTORCYCLE = 0
BIKE = 40(10 SPACES)
TOTAL = 28
DUMPSTER
BIKE PARKING
N
W
E
S
0 5 10 20
SCALE: 1" = 10'
CONCEPT PLAN NOTES
1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE DEPICTED
4. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES
SITE PLAN
SCALE = 1"=10'
DATE
BY
DESCRIPTION
REV
LEGEND ENGINEERING
AB PAKRING EXHIBIT
ATLANTIC BEACH
FLORIDA
LANDSCAPED
PLOT DATE 10/24/25
DRAWN BY RCJ
DESIGNED BY RCJ
CHECKED BY BS
DATE: Oct-25
SCALE: 1" = 10'
PROJECT No. 1025-0307
NUMBER SHEETS X
PAGE NUMBER 1

Exhibit E

Invision Construction, LLC

9310 Old Kings Rd S Ste 1401 • Jacksonville, FL 32257-8100 • Phone: 904-345-0515

Kristie Pecci
Phone: Kristie@lovettmiller.com
Cell: +19048743664

Job Address:
241 Atlantic Boulevard Suite 201
Neptune Beach, FL 32266

Print Date: 11-3-2025

Proposal for Atlantic beach Parking

Business License: CBC1261890

We hereby propose to furnish labor and materials (as noted)- complete in accordance with the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Any additional work shall be a "Change Order" and will incur additional charges. Contractor will not be responsible for any unknown wall, ceiling, or floor framing that is damaged, poorly constructed, defective and/or due to its condition require extra work. This would be addressed as a "Change Order" .

1. Landscaping

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
Hydraulic Dump trailer 1480 - Dumpster	Contractor supplied dump trailer for removing jobsite debris. Service and dump fee.	Other	3	$650.00	$1,950.00
Excavation / Landscaping 2000 - Excavation and backfill	The prep and removal of dirt and excavation in prep for concrete and utility	Subcontractor	1	$2,500.00	$2,500.00
Muley Grass 6600 - Landscaping	Standard Muley Grass or similar	Subcontractor	1	$1,800.00	$1,800.00
Palms 6600 - Landscaping	10 Sable Palms 12-15'	Subcontractor	1	$8,800.00	$8,800.00
Sod Installation 6600 - Landscaping	Sod installation	Subcontractor	1	$4,700.00	$4,700.00
Sprinkler 6600 - Landscaping	Irrigation	Subcontractor	1	$12,000.00	$12,000.00

1. Landscaping Total: **$31,750.00**

2. Concrete

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
asphalt 1220 - Site Services	Labor and equipment to demo and remove existing asphalt.	None	1	$34,000.00	$34,000.00
asphalt striping 1220 - Site Services	Labor and material to repair asphalt, sealing/restripe parking lot.	Subcontractor	1	$30,800.00	$30,800.00
20 Yard rollback dumpster 1480 - Dumpster	Jobsite Rollback dumpster for debris. Service and dump fee. removal of existing	Subcontractor	1	$3,500.00	$3,500.00
Concrete Installation 2020 - Concrete Work	800 LF 8" x 16" Concrete ribbon curb with 3000psi mix design and broom finish.	Subcontractor	1	$32,500.00	$32,500.00

2. Concrete Total: **$100,800.00**

3. General Conditions

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
Atlantic Beach County Permit 1010 - Building permits	County building fees subject to change	None	1	$3,000.00	$3,000.00
Permit box 1010 - Building permits	Job site Permit box per Florida Code	Other	1	$45.00	$45.00

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
supervision / Project Management 1020 - Management	Job Operations, supervision, management, scheduling, personnel	Labor	1	$4,200.00	$4,200.00
Silt fence 1220 - Site Services	Silt Fence & Barricades install and materials	Labor	1	$5,000.00	$5,000.00
Temporary Toilet 1500 - Porta-potty	Job site bathroom per month	Subcontractor	1	$2,800.00	$2,800.00
General conditions 7120 - Construction Labor	OH&P	None	1	$15,000.00	$15,000.00

3. General Conditions Total: **$30,045.00**

Total Price: $162,595.00

Items NOT included in Proposal:

1. After hours' work
2. traffic management
3. Details or additional landscaping
4. Bollards
5. Bike racks
6. ADA specifications if needed
7. additional county fees outside the allowance for permit
8. Private inspector
9. Permit drawings and engineering

*ALLOWANCE : means that this is a estimate and could be higher or lower based upon job environment. Subject to change.

1.BUYER'S RIGHT TO CANCEL (Florida Statutes § 501.031)This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. DEPOSITS. All deposits are non-refundable

2. PAYMENT. All payments are due on billing. Final payment is due upon completion of the work or issued certificate of occupancy. If Purchaser fails to make any payment, all warranties will be void.

3. CHANGES: Any alteration or deviation from specifications involving extra costs or changed/extra work will be performed only upon a signed written change order and will become an extra charge. Invision Construction requires full payment in advance from Purchaser for change orders as a condition for performing the changes. all change orders will be marked up 20% to cover invisions' operation costs.

4. CONTRACT TIME: All dates for completion of the work are estimates. Invision Construction is not responsible for delays due to weather conditions; Supply chain difficulties; labor difficulties; accidents; availability of materials; circumstances beyond our control. Invision Construction's time for performance is not of the essence. Purchaser shall not be entitled to damages for delays.

5. LIMITATION OF LIABILITY. InVision's liability for damages to purchaser relating to or arising out of the performance or non-performance of the work, or for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort including negligence, shall be limited to the contract price. The foregoing limitation of liability will not apply to claims for personal injury caused solely by InVision's negligence. Invision shall not be liable to purchaser or any person claiming through or against purchaser for any special, indirect or consequential damages (including lost profits, revenues, business opportunities or interruption of business) resulting from or arising out of performance, delay in or failure of the same. Even if purchaser has been advised of the possibility of such damages. Invision will not warrant any customer provided materials. All Specialty install requirements will need to be provided in writing prior to signing this agreement. Any warranty on materials will need to be through the supplier or manufacturer.

6. ATTORNEYS' FEES & COSTS/ VENUE / GOVERNING LAW. Purchaser agrees to pay reasonable attorney's fees and costs in the event an attorney is required to represent InVision for any reason related to the contract, through appeal, including all costs of collections. This contract shall be construed according to the laws of the State of Florida, and the exclusive venue for any dispute shall be a court of competent jurisdiction in St. Johns County, Florida.

7 RISK OF LOSS. Purchaser shall be responsible and bear the risk of loss to any material or equipment once delivered to the Project.

8. REMEDIES. In the event Purchaser fails to pay any amount due and owing hereunder and/or fails to perform any obligation hereunder, InVision shall have the right to exercise one or more of the following remedies: (a) recover the balance of all amounts due hereunder including interest on all unpaid sums; (b) recover InVision's anticipated lost profits on all work on yet performed; (c) enter the premises where the equipment might be located and take possession of the equipment and retain all prior payments as partial compensation for its use and depreciation; (d) incur collection and legal expenses (including) attorney s fees and costs in exercising any of its rights and remedies upon

default; (e) suspend work and remove its equipment from the project; and/or (f) pursue any other remedy permitted by law.

9.a. Exclusive Warranty. For a period of one (1) year following the date of Substantial Completion, Builder warrants to Owner that the materials and equipment will be of good quality and new materials (unless otherwise specified herein or in any executed change order) and that its Work will substantially conform with the requirements of the operative plans and specifications. Work not conforming to this Exclusive Warranty, of which Builder received written notice from Owner within the Warranty Period, may be considered "Defective Work." In the event of any conflict between this Exclusive Warranty and any other term or provision contained within this Agreement, the terms of this Exclusive Warranty shall control as to alleged defects in workmanship and Builder supplied materials. This Exclusive Warranty excludes, without limitation, any defects caused, in whole or in part, by natural disasters, a defective design (if procured by Owner), any negligence, abuse, misuse, modification, improper or insufficient maintenance, improper operation, or normal wear and tear of the improvements. Owner agrees that defective work arising out of owner's separately procured labor, and materials are expressly excluded from this Exclusive Warranty. All natural stone, stone, countertops, tiles are not fully covered under the Exclusive Warranty.

9.b. Exclusive Remedy. During the Warranty Period, Builder will, at Builder's election, repair or replace and Defective Work unless said repair or replacement would be economically wasteful under the circumstances, in which event Builder shall compensate Owner for the diminished value of the Project directly attributable to the Defective Work. The Builder's obligation to repair or replace Defective Work (or, at is election, compensate Owner for the diminished value of Builder's Work due to such Defective Work) provides the sole and exclusive remedy to the Owner for any cause of action (and for any damages) asserted against Builder arising out of or relating to Builder's Work, whether Owner seeks to recover from Builder under theories of contract, warranty, tort, or any other theory of liability. In no event shall Builder be liable for any special, indirect, incidental or consequential damages.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Please use the "Pay Online" button to submit your payment. If you have additional questions about how to pay online, please call Buildertrend Support at 1-888-415-7149.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____