City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, April 13, 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 23, 2026. 5 - 22
3-23-26 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Police Department Volunteer Appreciation - Joni Lyon, Joe Esparza, James Johnson

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (April -June 2026) 23 - 26
90-Day Calendar (April - June 2026)

3.B. STOP Committee Report Action Plan

* 3.C. FY 2026-27 Priorities Update

* 3.D. Beaches Town Center Parking

* 3.E. Community Bright Spots Project

3.F. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

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

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. 26-55. 27 - 38

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER FOR THE PUBLIC UTILITIES WASTEWATER TREATMENT CHLORINATION-DECHLORINATION UPGRADES PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-55

7. COMMITTEE REPORTS

7.A. Appointments to Various Boards and Committees 39 - 45

Appointments-Reappointments

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 26-48** 47 - 63

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE MAYOR OR 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.B. **RESOLUTION NO. 26-58** 65 - 66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE SUBMITTAL OF A 2026 T-MOBILE HOMETOWN GRANT APPLICATION UPON EXECUTION BY THE MAYOR OR CITY MANAGER; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AGREEMENTS AND DOCUMENTS ON BEHALF OF THE CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-58

* 8.C. **RESOLUTION NO. 26-59** 67 - 70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RECOMMENDING TO THE DUVAL COUNTY SCHOOL BOARD THAT ALL PUBLIC SCHOOL STUDENTS RESIDING WITHIN THE MUNICIPAL LIMITS OF ATLANTIC BEACH BE ZONED TO ATTEND ATLANTIC BEACH ELEMENTARY SCHOOL AS THEIR FIRST CHOICE; PROVIDING FOR FINDINGS; PROVIDING FOR

TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-59

9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 90-26-259, Public Hearing and Final Reading** 71 - 139

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

9.B. **ORDINANCE NO. 20-26-182, Introduction and First Reading** 141 - 144

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 20-26-182

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 23, 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)
Absent:	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) Victor Gualillo, Police Chief (PC) Amanda Askew, Neighborhoods Department Dir. (NDD)

ADJUSTMENTS TO THE AGENDA
The Commission approved the Mayor's request to include a joint presentation by Judith Leroux and Lisa Goodrich during the courtesy of the floor segment and to move Resolution No. 26-53 ahead of item 8A.

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on March 9, 2026.

MOTION: Approve the minutes.

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

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***

DRAFT

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

Motion passed 4 to 0.

2. COURTESY OF FLOOR TO VISITORS

2.A. Water Conservation Month Proclamation

Mayor Ford introduced Doug Conkey, read the proclamation, and took a photo.

Community Garden

Judith Leroux and Lisa Goodrich provided a joint presentation on the plans for the community garden referenced in Resolution No. 26-53.

PUBLIC COMMENT

The following speakers provided their comments:

Jim Wheatley
Carolyn Zisser, referenced letters (which are attached hereto and made part of this official record as **Attachment A**).
Holly Waters
Julie LaGoy
Sarah Boren
Lisa Herrold
Mitch Reeves
Bruce Andrews
Brinkley Harrell
David Bew
Laura Conahan
Charles Dewitt
Jackie Beckenbach
3-23-26 Attachment A

3. CITY MANAGER REPORTS

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

3.B. Beaches Town Center Parking

There was a ***CONSENSUS*** to send the CM back to Neptune Beach to ratify the $2.50 rate and delay any restructuring of the partnership agreement until December 31, 2026.

3.C. Stormwater Master Plan Update

3.D. Senate Bill 64 Compliance Approach

3.E. Other Reports

DRAFT

PC Gualillo responded to questions regarding bicycle and e-bike enforcement following spring break operations.

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

CM Hogencamp informed the Commission of the proposed new Town Hall date of April 25, 2026, and indicated he would await their responses during the week.

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

3-23-26 Attachment B

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

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

Commissioner Bole presented a proposed timeline for the city manager recruitment, as outlined in the agenda, noting that the intention is to avoid delays.

Commissioner Kelly

- Thanked the CM and the Boys & Girls Club for providing spring break camp services.

Commissioner Grant

- Thanked Judith Leroux and Lisa Goodrich for their community garden donation.

Mayor Ford

- Shared a positive anecdote about a young e-scooter rider, who demonstrated proper traffic compliance and courteous behavior, highlighting the value of recognizing positive actions within the community.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

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

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.

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

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

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

DRAFT

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.

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***

Motion passed 4 to 0.

7. COMMITTEE REPORTS
None.

8. ACTION ON RESOLUTIONS

8.F. 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; AND PROVIDING AN EFFECTIVE DATE.
3-23-26 Attachment C

MOTION: Adopt Resolution No. 26-53.

Motion: ***Bruce Bole***
Second: ***Thomas Grant***

Judith Leroux answered questions and agreed to include an additional amount to the grant for burying the powerline, not to exceed $6,560 as shown in the quote from Limbaugh Electrical Contracting, Inc.

MOTION: Amend the grant agreement to include an additional amount not to exceed $6,560 and attach the referenced quote as an exhibit (which is attached hereto and made part of this official record as **Attachment C**).

DRAFT

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

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

Motion passed 4 to 0.

MOTION: Adopt Resolution No. 26-53 as amended.

Motion: ***Bruce Bole***
Second: ***Thomas Grant***

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

Motion passed 4 to 0.

8.A. 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.

MOTION: Adopt Resolution (No.) 26-45.

Motion: ***Bruce Bole***
Second: ***Thomas Grant***

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

Motion passed 4 to 0.

8.B. RESOLUTION NO. 26-48

DRAFT

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.

MOTION: Table (continue) this resolution to the next Commission meeting (April 13, 2026).

Motion: Candace Kelly
Second: Thomas Grant

Discussion ensued.

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

Motion passed 3 to 1.

8.C. 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.

MOTION: Approve Resolution No. 26-49.

Motion: Bruce Bole
Second: Thomas Grant

Discussion ensued with Laura Conahan.

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

Motion passed 4 to 0.

The meeting recessed at 7:59 PM and reconvened at 8:04 PM.

8.D. RESOLUTION NO. 26-50

DRAFT

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.

MOTION: Adopt Resolution No. 26-50.

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 4 to 0.

8.E. 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.

MOTION: Adopt Resolution No. 26-52.

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 4 to 0.

8.G. 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

DRAFT

THE CITY OF JACKSONVILLE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution No. 26-54.

Motion: Bruce Bole
Second: Candace Kelly

Discussion ensued.

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

Motion passed 4 to 0.

9. ACTION ON ORDINANCES

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

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.

Mayor Ford read the ordinance title.

CM Hogencamp recommended that the Commission adopt Ordinance No. 90-26-259 on first reading and noted it requires a second reading.

NDD Askew gave an overview and answered questions from the Commission.

A unanimous vote was taken to Adopt Ordinance No. 90-26-259 on first reading. After the vote was taken, Commissioner Bole confirmed that he had made a motion.

10. MISCELLANEOUS BUSINESS

None.

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

DRAFT

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Complimented the Beaches Town Center Agency.

13. ADJOURNMENT

The meeting adjourned at 8:37 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
3-23-26 Minutes

From:	Carolyn Zisser
To:	Ford, Curtis; Bole,Bruce; Kelly, Candace; Grant,Thomas; Ring, Jessica
Cc:	Hogencamp,Kevin; Gabriel, Jason; Bartle, Donna
Subject:	Strong Opposition to Resolution No, 26-48 and attached proposed Interlocal Agreement
Date:	Monday, March 23, 2026 8:38:07 AM
Attachments:	image001.png

Dear Commissioners, Mr. Hogencamp and Mr. Gabriel,

As a citizen of Atlantic Beach, and as an attorney, I am both surprised and dismayed to have seen Resolution No. 26-48 and the proposed Interlocal Agreement on the agenda today , for 1st reading, given the strong opposition expressed by our citizens at prior meetings to providing water suppression to the **developer** of property in Neptune Beach. **This is not for the purpose of being a "good neighbor" but is rather to solely assist a developer of property not even in our city.**

Although I understand that this Commission very recently agreed that Atlantic Beach may provide water for **solely** for fire suppression, the attached Interlocal Agreement goes far beyond that, as well as subjects our city to greater expense and liability which is avoidable.
The developers themselves acknowledged at a most recent meeting that they can and will pursue other fire suppression solutions including with Neptune Beach, if this Resolution does not pass.

In addition to these general concerns, I address below the specific provisions of the Interlocal Agreement which cause concern and raise serious questions:

1, It appears that this Agreement is solely for the benefit of the developer.
2. The 2nd Whereas Clause, refers to a "future development plan," We do not know what this plan is, whether for businesses or a housing development which would greatly increase traffic. Atlantic Beach will be affected by the type of development, and we should know what development is being planned. If the developer cannot commit, then no agreement.
3. **Section 1(a)** – How will the construction of the Atlantic Beach Tie -in and all other construction under this agreement impact Atlantic Beach residents?
4. **Section 1 (b) –** Leaves the door open to Atlantic Beach providing water to the developer for other than fire suppression. See the last 4 lines of this provision limiting to fire suppression "**unless……"**
5. **Section 2 – (a) -** Security and bonds have limitations if the developer becomes insolvent. **(b)** What are Neptune Beach's plans to provide fire protection in the future? If this is temporary and stop-gap, it is certainly costly and complex.**(d & e)** also improperly

**Attachment A to
3-23-26 Minutes**

contains language for broadened use of water beyond fire suppression.
6. **Section 4(c) –** What is the Redevelopment Project consist of? **(d)** fee simple language – how affects Atlantic Beach. **(e)** fully benefits the developer solely as he/she can sell. **I believe that this is the real reason for this request , to enable this developer to sell to another developer – even less controls.** The real beneficiary here is the developer, **not Atlantic Beach.**

For the above reasons, I strongly recommend and request that **Resolution No. 26-48 be denied and that the propose Interlocal Agreement likewise be voted down.**

Thank you for your consideration and time,

With sincere appreciation.
Carolyn Zisser
Carolyn Zisser
Attorney

| W: www.zisserfamilylaw.com

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Attachment A to
3-23-26 Minutes

From: Nancy Staats
To: Ford, Curtis; Bole,Bruce; Kelly, Candace; Grant,Thomas; Ring, Jessica; Hogencamp,Kevin; Gabriel, Jason; Bartle, Donna
Subject: Fire Line for 500 Atlantic Blvd
Date: Sunday, March 22, 2026 9:25:24 AM

Dear Commissioners, Mr Hogencamp and Mr. Gabriel,

I am writing to you today regarding the proposed Fire Line to allow the developer of 500 Atlantic Blvd to have water for fire suppression. Please know that my concerns are not about the development of this property per se, but rather the impacts on the citizens of AB. What happens to this property should be the sole responsibility of the CONB and its citizens, along with the developer.
I hope you will consider these concerns before casting a vote on the 3-way interlocal proposal.

This is a link to the video of the March 9 meeting where the developer's attorney, Mr Steve Deevano (not sure the spelling) spoke and I will refer to it below.
https://atlanticbeachfl.new.swagit.com/videos/377517

1. The resolution that was passed by the city commission (Resolution 26-48) discusses providing water ONLY for fire suppression. Everything in the resolution discusses the need for fire suppression, essential for public safety, etc. The wording of the interlocal agreement, though initially in agreement with the resolution, now goes much further.
In section 1.b. of the agreement, it states that "under no circumstances should this fire line water... be used for domestic use, irrigation, etc" but there has been wording added to the effect of unless and until the developer enters into a contract with the COAB to provide potable water service. It goes on further in Section 2 to describe the details of this contract, including the base rate of 150% of AB residential rates, etc. **This shows the intention of this line is way more than just fire protection**. Why are we considering an agreement that includes much more than what is in the resolution?

2. At the 1:12 minute mark of the meeting, Mayor Ford rightfully states there needs to be an incentive for the developer to "get off our water line" down the road, seemingly concerned about a long-term supply and the possible costs to us, given NB's already taxed infrastructure, etc. My question is, if we are concerned about the long term use or overuse of our water, which we should be, why are we entering into a contract in the first place when other options exist?

3. At the 1:15 minute mark, the developer's attorney explains that regardless of whether we supply this line or not, the developer is moving forward. He further outlined 3 potential options OTHER than having COAB supply the line:
a) NB fixing their infrastructure issues to get better pressure (not likely to happen in the near future)
b) connect a line to the existing water tank or
c) build an additional water tank for fire suppression.
Any of these allow the developer to get the water pressure for fire suppression without putting us at risk. Why aren't we considering one of those options?

4. In prior bilateral interlocal agreements (with COJ and NB) we have seen how there are potential problems with timeliness, equity, efficiency, fairness, etc and it is not always smooth

and easy, often costing us time and effort. This tri-lateral interlocal agreement depends on the word and the continued financial solvency of the current owner/developer and the CONB. While section 4d. states this agreement is attached to the land and its owners/successors, what happens if the current developer declares bankruptcy or abandons the title to the property? How much have we already paid in attorney fees and staff time? Is the developer also paying ALL our fees to date, for staff along with future costs as related to this project? This project will cause significant upheaval for our residents (traffic detours, water shut-offs, noise, etc) along with potential future maintenance costs. The small added revenue from the water fee (which is still LESS than what NB residents pay remember) does not offset these costs. Why are we not considering the impact on our residents and potential future risks and costs?

5. Water is becoming more and more precious as we face a changing climate, especially in states like Florida. We are seeing the effects of our recent freeze and drought here in FL where a 35,000 acre wildfire occurred in Naples FL and at this moment there are currently several active fires, including one in Clay County as well as in Ocala.
Have you considered what happens when BOTH NB and AB face a significant fire (this could happen), what will happen to the pressure if the water is being utilized by both cities? Have we done a study to determine that? In addition, the chronic use of our water by NB over time may well have a negative impact on OUR water pressure, which is not a risk worth taking. NB has low water pressure now because of overuse, so it could happen to us.

In short, please reconsider this agreement. Please let the developer either tap into the existing water tank or build another tank, both of which they are willing to do. This agreement goes way beyond the resolution and poses significant potential RISKS and COST to us, the citizens of the COAB.

Thank you for your time,

WIth appreciation,
Nancy

Attahcment B to
3-23-26 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 23, 2026
To: The Atlantic Beach Community and 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 projects and initiatives. City Manager's Community Updates, including related links, are available on the City's website and across official digital channels.

Beaches Town Center Parking Data. The Neptune Beach City Council has voted unanimously to maintain the paid parking rate at $2.50 per hour through Dec. 31. This enables both cities to evaluate a full year of data before considering rate adjustments and sets the stage for us to extend our interlocal agreement. City Manager Pike continues to maintain excellent communication with me on this and other mutual concerns. Our staff will review the program's FQ2026 reports in advance of meeting with Mr. Pike in April to further our ongoing discussions.

Stormwater Master Plan Update. We have received notice of the approval of our $300,000 FEMA funding request. This grant, which requires our budgeted $100,000 city match, enables us to move forward with the long-awaited update to our 2018 master plan. We will share a proposed timeline and scope shortly.

Senate Bill 64 Compliance Approach. City Engineer Swann is continuing to coordinate with the Florida Department of Environmental Protection to advance a forward-thinking Senate Bill 64 compliance strategy for the City. Last week, the City received FDEP's recognition of the project's ecological benefits, which marks a significant milestone with no identified "project killers." By pursuing freshwater salinity barriers rather than deep-well injection, the City aims to protect the local tree canopy and ensure long-term environmental stewardship while remaining fiscally responsible—as tens of millions of taxpayer dollars are at stake.

Marsh Oaks Community Center. While we remain on schedule for a July 2026 soft opening and are moving forward with our July 11 Centennial event at Beaches Veterans Memorial Park, we're now planning to hold the community center and garden ribbon-cutting in September.

Attahcment B to
3-23-26 Minutes

Aquatic Gardens-Hopkins Creek Stormwater Improvements. The major components of the project affecting flood control have now been successfully completed. While the coordination of federal FEMA funding often moves at a glacial pace, we are pleased to report that the project is in its final stages. The contractor is finishing site restoration, sheet pile work, and remaining minor tasks. All work is expected to be finalized by the end of April 2026.

Farmer's Market Operator Request for Proposals. The RFP "hit the street" March 20 and responses are due April 15. Staff will bring a recommendation for an operator at the Commission's April 27 or May 11 meeting.

Centennial Celebration: AB Americana. Our Centennial Americana Celebration will be held from 10 a.m. to 2 p.m. Saturday, March 28, at Jack Russell Park. Highlights include vintage baseball, a car show, and 100th-birthday-themed family activities.

Looking Further Ahead.

- **Saturday, April 4:** Egg Hunt, 10 a.m.–1 p.m., Jordan Park.
- **Monday, April 6:** City Commission Priority-Setting, 6 p.m.
- **Monday, April 13:** City Commission Meeting, 6 p.m.
- **Saturday, April 18:** Arts in the Park, 10 a.m.–4 p.m., Johansen Park.

CITY OF ATLANTIC BEACH

Mission

The place to be -- through exceptional public services.

2040 Vision

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

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.

Attachment C to
3-23-26 Minutes

Limbaugh Electrical Contracting, Inc.

42 West 8th Street
Atlantic Beach, Florida 32233
Phone (904) 241-9051
Fax (904) 249-0703
EC 13002296

Jeremy@LimbaughElectrical.com

September 2, 2025

City of Atlantic Beach
800 Seminole Rd.
Atlantic Beach, FL 32233
C/O Amanda Askew
904-247-5841
aaskew@coab.us

Project; Marsh Oaks Community Center Service Conduit
Marsh Oaks Community Center
100 West 1st Street
Atlantic Beach, FL 32233

Labor and materials to complete the following;

- Install 2 – 2 ½" PVC conduits from the new electric service location on the building to the future service connection box location near the existing JEA pole
- Install 1 – 4" PVC conduit from the future JEA service connection box location to the base of the pole as directed by JEA
- Install measuring pull tape in each conduit and seal off

The new conduits will be turned up 4' to 10' from the existing JEA pole to allow for the service connection box to be installed by others.

The City of Atlantic Beach will be responsible for providing and installing the service conductors.

The City of Atlantic Beach will be responsible for obtaining and installing the JEA service connection box.

The City of Atlantic Beach will be responsible for removing and replacing the concrete between the new service location and the JEA pole.

Attachment C to
3-23-26 Minutes

This project will require an inspection with the city. The owner/contractor will be responsible for providing access for the inspector. Limbaugh Electrical will coordinate with the owner/contractor and schedule the inspections with the city. Any missed inspection charges will be the responsibility of the owner/contractor.

The cost of this project as described above including City of Atlantic Beach Electric Permit; $6,560.00

Thank you,

Jeremy Limbaugh
Vice President
EC13002296

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: April 2, 2026

MEETING DATE: April 13, 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, May 2 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 April 2026-June 2026 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (April 2026-June 2026)

REVIEWED BY CITY MANAGER: 

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 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 Town Hall Meeting 10am 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 Enfoncement Special Magistrate 2 pm Board Member Reception	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 COMMISSION

June 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4 Code Enforcement Special Magistrate 2 pm	5	6
7 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	8 City Commission 6:00 pm (Invoc-Ford)	9 Arts, Recreation, Culture Committee 6 pm	10 Environmental Stewardship Cmte. 6 pm	11	12 Brush Up Paint Class 6 pm (Adele Grage)	13 Wild Wonders 1 pm (Dutton Island Preserve)
14 Farmers Market 10 am-2 pm (Russell Park)	15	16 Community Development Board 6 pm	17	18 Artist Reception 6 pm (Adele Grage)	19 City Offices Closed Juneteenth Holiday	20 Wild Wonders 1 pm (Dutton Island Preserve)
21 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	22 City Commission 6:00 pm (Invoc-Bole)	23	24 Environmental Stewardship Cmte. 6 pm	25	26	27
28 Farmers Market 10 am-2 pm (Russell Park)	29	30				

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-55 authorizing funding for the change order for the Public Utilities Project PU2325 WWTP Chlorination-Dechlorination Upgrades

SUBMITTED BY: Troy Stephens, Public Utilities Director

DATE: March 24, 2026

MEETING DATE: April 13, 2026

BACKGROUND: The Public Utilities Department requests approval for Change Order No. 1 for the Wastewater Treatment Plant (WWTP) Chlorination-Dechlorination Upgrades Project. Prior to demolition, the contractor identified conditions requiring the relocation of electrical connections not indicated in the original design. Additionally, the department recommends a substitute for the originally specified chemical feed pumps due to documented manufacturer and reliability concerns with the initial brand.

The original contract was awarded for $1,290,000.00. This change order totals $61,288.42, bringing the revised contract amount to $1,351,288.42. Funding for this increase is available through the reallocation of surplus funds from Project PU2210 (Digester Catwalk Replacement), which currently holds an unused balance of $127,907.00.

BUDGET: Reallocating $61,288.42 from the Public Utilities Project PU2210 brings the total project amount to $ 1,351,288.42.

RECOMMENDATION: Adopt Resolution No. 26-55.

COMMUNITY OUTREACH: NA

ATTACHMENTS: Resolution No. 26-55
Change Order from PBM Constructors, Inc.

REVIEWED BY CITY MANAGER: Kevin Hogue

RESOLUTION NO. 26-55

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER FOR THE PUBLIC UTILITIES WASTEWATER TREATMENT CHLORINATION-DECHLORINATION UPGRADES PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 14, 2025, the City Commission awarded Bid No. 2425-03 Public Utilities Wastewater Treatment Plant Chlorination-Dechlorination Upgrades to PBM Constructors, Inc.; and

WHEREAS, the contractor submitted an original bid of $1,290,000; and

WHEREAS, due to the discovery of old electrical feed lines, electrical connections must now be relocated; and

WHEREAS, due to reliability and manufacturer issues, the chemical feed pumps that were originally slated to be installed must be replaced with a different brand of pumps; and

WHEREAS, the City desires to execute a change order for the project in the amount of $61,288.42; and

WHEREAS, the City desires to reallocate $61,288.42 budgeted in FY 2022-23 (Project No. PU2210) to fund the change order.

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

SECTION 1. The City Commission hereby authorizes funding the change order for the Public Utilities Project PU2325 from PU2210 ($61,288.42) and

SECTION 2. The City Commission hereby authorizes the City Manager to execute the change orders with PBM Constructors, Inc. and approve a purchase order to said vendor in the amount of $61,288.42.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 13th day of April, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

Resolution 26-55

ts

Wastewater Treatment Facility Chlorination/Dechlorination Upgrades/Improvements
City of Atlantic Beach, FL
Bid No. 2425-03

CHANGE ORDER NUMBER 1

Contractor: PBM Constructors, Inc
PO Box11089
Jacksonville, FL 32239
904-751-7500
Fax 904-751-0600

Owner: City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL
(904) 247-5800

Engineer: J. Collins Engineering Associates, LLC
12412 San Jose Blvd., Suite 204
Jacksonville, Florida 32223
(904) 262-4121

Date: March 23, 2026

ITEM		Total Cost/Price		INCREASE OR DECREASE IN CONTRACT PRICE
1	Existing out of service old blower building scheduled for demolition requires			
	power isolation & electrical demolition prior to removal. Location of new			
	chlorination/dechlorination building to be located in place of the old blower			
	building. Demolition of old building requires refeeding of existing facility loads			
	that are currently powered from this building.Existing loads for repowering:			
	480V, 3 phase pond aeration system, & three 120/240V, single phase loads.			
	Existing loads/equipment will be repowered from adjacent newer blower building.			
	Work includes both demolition of old and construction of new conducters			
	& conduits. (Two subcontractor quotes received - lowest cost selected).	$ 45,000.00		
2	Upgrade of Chemical Feed Pumps	$ 12,792.00		
SUBTOTAL		$ 57,792.00		
	Contractor Markup (5%) for subcontractor management & processing	$ 2,889.60		
	Contractor Performance & Payment Bond (1%)	$ 606.82		
TOTAL		$ 61,288.42		
ORIGINAL CONTRACT PRICE				$1,290,000.00
CHANGE ORDER #1				$ 61,288.42
TOTAL CONTRACT AMOUNT				$1,351,288.42
NET INCREASE RESULTING FROM THIS CHANGE ORDER				$ 61,288.42
CURRENT CONTRACT PRICE INCLUDING THIS CHANGE ORDER				$1,351,288.42

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____ Date: _____
Contractor

Accepted by: _____ Date: _____
Engineer

Accepted by: _____ Date: _____
Owner

PBM CONSTRUCTORS INC.

Change Order #1 Old Blower Bldg Power Isolation & Pump Swap
3/17/2026

WWTP Chlorination-Dechlorination Upgrades

COAB Contract No: 2425-03
PBM Project No: C402
Submitted By: Justin Grey, PM

DESCRIPTION OF CHANGES
*Cost proposal for additional electrical services required to isolate power from the old blower building and make ready for demolition *Cost proposal to install (6) Grundfos pumps in lieu of Blue White pumps

CONTRACT SUMMARY	
DESCRIPTION	**CHANGE IN CONTRACT PRICE**
ADDITIONAL CONTRACT TIME	
ORIGINAL CONTRACT VALUE (CONTRACT SUM)	$ 1,290,000.00
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	$ -
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ 1,290,000.00
CONTRACT SUM TO BE INCREASED IN THE AMOUNT OF	$ 61,288.42
CONTRACT SUM TO BE DECREASED IN THE AMOUNT OF	$ -
REVISED CONTRACT SUM INCLUDING THIS CHANGE ORDER	**$ 1,351,288.42**
ORIGINAL CONTRACT DAYS	365
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	0
CONTRACT DAYS PRIOR TO THIS CHANGE ORDER	365
PROPOSED ADDITIONAL CONTRACT DAYS	**30**
REVISED CONTRACT DAYS INCLUDING THIS CHANGE ORDER	**395**
ORIGINAL FINAL COMPLETION DATE	TBD
NEW FINAL COMPLETION DATE	**TBD**

ACCEPTED BY: _____ DATE: _____
PBM

ACCEPTED BY: _____ DATE: _____
OWNER

1) Please note that this change order must be executed by both parties prior to work commencing
2) Anything not specifically included is excluded or subject to clarification/negotiation.

PBM Constructors, Inc.

Change Order #(1) - Old Blower Bldg Power Isolation & Pump Swap

3/17/2026

COJB Bid No: 2425-03
PBM Project No: C402
Submitted By: Justin Grey, PM

A. Labor								
ITEM NO.	DESCRIPTION	HOURLY RATE	OVERTIME RATE	HOLIDAY RATE	NORMAL HOURS	OVERTIME HOURS	HOLIDAY HOURS	TOTAL
a.	Project Manager	$ 50.00	$ 75.00	$ 75.00	0			$ -
b.	CADD Operator	$ 105.00	$ 157.50	$ 157.50	0			$ -
c.	Foreman	$ 90.00	$ 135.00	$ 135.00	0			$ -
d.	Equipment Operator	$ 70.00	$ 105.00	$ 105.00	0			$ -
e.	Truck Driver	$ 90.00	$ 135.00	$ 135.00	0			$ -
f.	Field Welder	$ 80.00	$ 120.00	$ 120.00	0			$ -
g.	Pipe Layer	$ 70.00	$ 105.00	$ 105.00	0			$ -
h.	Skilled Laborer	$ 60.00	$ 90.00	$ 90.00	0			$ -
i.	Unskilled Laborer	$ 40.00	$ 60.00	$ 60.00	0			$ -
B. Equipment								
ITEM NO.	DESCRIPTION	HOURLY RATE	OVERTIME RATE	HOLIDAY RATE	NORMAL HOURS	OVERTIME HOURS	HOLIDAY HOURS	TOTAL
a.	Backhoe	$ 35.00	$ 35.00	$ 35.00	0			$ -
b.	Excavator	$ 100.00	$ 100.00	$ 100.00	0			$ -
c.	Small Loader/Skid Steer Loader	$ 60.00	$ 60.00	$ 60.00	0			$ -
d.	Boom Truck	$ 125.00	$ 125.00	$ 125.00	0			$ -
f.	Dump Truck	$ 85.00	$ 85.00	$ 85.00	0			$ -
g.	Small Equipment/Tools	$ 25.00	$ 25.00	$ 25.00	0			$ -
C. Materials							Total:	$ -
D. Subcontractors							Total:	$ 60,681.60
E. Bid Unit Cost							Total:	$ -
F. Rentals							Total:	$ -
G. Mobilization								
ITEM NO.	DESCRIPTION			NUMBER OF MOBILIZATIONS	COST PER MOBILIZATION			TOTAL
a.	Regular Mobilization (~ 4-6 weeks)				$ 1,000.00			$ -
b.	Emergency Mobilization (< 1 week)				$ 2,000.00			$ -
Sub-total								$ 60,681.60
H. Bond								
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%	1.0%						$ 606.82
Total								$ 61,288.42

PBM Constructors

Subcontractor

Subcontractor	Work Description	Quantity	Unit	Unit Price	Total Price
Freedom Electrical Contracting, Inc.	*See Attached	1	LS	$45,000.00	$ 45,000.00
McKendree's Plumbing & Heating, Inc.	*See Attached	1	LS	$12,792.00	$ 12,792.00
Subtotal					$ 57,792.00
Mark-up					5%
Total					**$ 60,681.60**

ESTIMATE

Freedom Electrical Contracting, Inc.
1093 Autumn Pines Dr
Orange Park, FL 32065

tyler@freedomec.com
+1 (904) 761-4930
ER# 13015911

Freedom Electrical Contracting, Inc.

Bill to
City Of Atlantic Beach
City Of Atlantic Beach WWTP
1200 Sandpiper LN
Atlantic Beach, FL 32233 USA

Estimate details
Estimate no.: AB WWTP
Estimate date: 02/19/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**FEC Package**	FEC package for equipment and electrical services - CoAB WWTP Hypochlorite Conversion Project - Change Order No. 1 – Old Blower Bldg Power Isolation and Demolition (price not to exceed $45,000 based on what has currently been seen on site, if there are major issues or problems that arise, they can be discussed immediately).	1	$45,000.00	$45,000.00
2.	**electrical material**	PVC conduit, THHN wiring, Polaris taps, hardware, straps, unistrut, etc.	1	$0.00	$0.00
3.	**electrical material**	Eaton 70 amp breaker / bucket to re feed pond aeration system.	1	$0.00	$0.00
4.	**electrical material**	electrical quazite handholes where needed for transitions and wire pulls in the ground,	1	$0.00	$0.00
5.	**Scope of work / Labor**	Based on site visit, re feed sampler and flow transmitter at headworks with 120VAC circuit from panel L5A. Find 70 amp circuit to pond aeration where it leaves the building, ideally intercept the feed and relocate it to MCC 3 with the new 70 amp bucket and re pull new wire where needed. Find the 240V circuit that feeds the pole lights on site now, intercept that circuit and tie into new circuit from panel L5A. Investigate if the unknown circuit is providing 120VAC to an item in use, if it is	1	$0.00	$0.00

		then it will need to be identified and addressed at that time.			
6.	**Scope of work / Labor**	FEC to handle all excavation, site work, trenching, and outages that would be needed and coordinate with AB WWTP personnel. Scope of work has been seen and discussed with Frank Wells and PBM, but most of the scope is considered to be exploratory to find the exact path and location of each feed.	1	$0.00	$0.00
7.	**Exclusions**	Any asphalt. Any saw cut will be replaced with cold patch, and small areas of concrete that may need to be cut or disturbed will be repoured as.	1	$0.00	$0.00
			Total		**$45,000.00**

Note to customer

Attn: Troy
Reference: Electrical change orders

Accepted date **Accepted by**

Proposal

McKendree's Plumbing & Heating, Inc.
Cliff Mckendree III, Licensed Master Plumber, Owner
Clayton L. McKendree, Owner
4248 Lenox Avenue, Jacksonville, FL 32205
(904) 387-5156 Fax (904) 389-2561

PAGE 1 OF		PROPOSAL NUMBER	2901.TM
PROPOSAL SUBMITTED TO: PBM Constructors Inc. Attn: Justin Grey & Ben Moore		PHONE	DATE: Dec 17, 2025
STREET ADDRESS: 3000 Faye Road		JOB NAME: Grundfos Pumps	
CITY, STATE, ZIP CODE: Jacksonville, FL 32226		JOB LOCATION: City of Atlantic Bch WTP 2	
ARCHITECT	DATE OF PLANS	JOB PHONE	JOB FAX

We hereby submit specifications and estimates for:

Change Order to install (6) Grundfos pumps in lieu of Blue White pumps.

DDA 200-4 AR-PVC/V/C-F-31A7A786
Part Number: 99159483
Voltage: 100-240 V, 1 PH, 50/60 HZ
Suction/Discharge: 3/4" MNPT
Gaskets: Viton
Control Variant: Standard Manual w/External Pulse, Analog (4-20mA) Signal, Alarm Relays

(1) extra replacement diaphragm kit per pump

(6) Kit control cable 16 ft. - Input analog 4-20mA external stop

(6) Kit control cable 16 ft. - Output analog 4-20mA

(6) Kit control cable 16 ft. - Output for Relay 1 & Relay 2

We Propose: hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Twelve Thousand Seven Hundred Ninety Two Dollars***** dollars ($12,792.00).

Payment to be made as follows: As Billed Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cots will be executed only upon written orders, and will become an extra charge over and above the estimate. all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. You agree to pay any reasonable attorney fees in which we incur in collection from you any sums due pertaining to this proposal.

Authorized Signature: *Tyler McKendree*
Project Manager

Note: This proposal may be Withdrawn by us if not accepted within 5 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

Change Order Request

C.O.R. #: CDD1743-001
Date: March 16, 2025

Project Name: COAB WWTP Chlorination / Dichlorination Upgrades
Change Order Name: MCC-1 DEMO **Project #: CDD1743**

To: **PBM Constructors**	**From:** **Austin Helmers**
Attn: **Ben Moore**	**Address:** **3300 Faye Road**
3000 Faye Rd.	**Jacksonville, FL 32226**
Jacksonville, FL 32226	
Phone: (770) 639-8818 **Fax:**	**Phone: (904) 358-7344** **Fax:**

Our Price Includes:

Isolation of power from the old Blower Building MCC-1 to make building ready for demolition.
Scope of Work to include the following:

1. Remove existing feed to the existing Pond Aeration Pump System and isolate from MCC-1
   Repower the existing Pond Aeration Pump System from MCC-3 with new Eaton 70 Amp Breaker
   Research best suitable means to intercept the existing raceways to repower the existing system
   New Conduit and wire as required

2.a. Research feed to Sampler and Flow Transmitter.
   Refeed the Sampler and Flow Transmitter from the Centrifuge Bldg. Panel L5A
   New Breaker
   New Conduit and wire as required

b. Research feed for the Pole Lights
   Refeed the Pole Lights from the Centrifuge Bldg. Panel L5A
   New Breaker
   New Conduit and wire as required

c. Research "Unknown" load
   If determined the load is still active, refeed the load from the new Chemical Building Panel PNL-CH or another suitable means

3. Demo MCC-1 and existing MCC-1 feeder circuit conductors back to their source. Demo includes all conductors and junction boxes (no ductbanks). Source breaker in Switchgear shall be tagged as SPARE.
4. Research MCC-1 control circuits C001 and S001.
   If active, refeed these circuits with best suitable means
   If inactive, demolish existing conduits and conductors back to the termination locations

Change Order Price: **$54,441.78**

We are requesting a time extension of 0 DAYS in conjunction with this change order.
This price is good for 30 days. If conditions change, this price is void.

Austin Helmers — Author
March 16, 2025 — Date Sent

☐ Accepted The above pricing and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

C.O.R. #: CDD1743-001
Date: 3/16/2026
Project #: CDD1743

Labor

Labor Type	Man Hrs	$/Hr			Total Tax	Total Labor
Survey Layout	0.00	$140.00				$0.00
Electrician Foreman	80.00	$119.89				$9,591.20
Journeyman Electrician	80.00	$84.58				$6,766.40
Apprentice Electrician	80.00	$44.08				$3,526.40
	0.00			Sub Total	$0.00	$19,884.00
				Grand Total	**$0.00**	**$19,884.00**

Materials

Materials		Quantity	Cost	Tax	Total Tax	Total Materials
Lot Material		1.00	$9,416.24	7.50%	$706.22	$10,122.46
Jaxson Gear / Equpment Quote		1.00	$14,580.00	7.50%	$1,093.50	$15,673.50
		0.00	$0.00	7.50%	$0.00	$0.00
		0.00	$0.00	7.00%	$0.00	$0.00
				Sub Total	$1,799.72	$25,795.96
				Grand Total	**$1,799.72**	**$25,795.96**

Equipment

Equipment		Quantity	Cost	Tax	Total Tax	Total Materials
Excavator		1.00	$0.00	7.50%	$0.00	$0.00
		0.00	$0.00	7.50%	$0.00	$0.00
		0.00	$0.00	7.50%	$0.00	$0.00
		0.00	$0.00	7.50%	$0.00	$0.00
				Sub Total	$0.00	$0.00
				Grand Total	**$0.00**	**$0.00**

Expenses

Expenses		Quantity	Cost	Tax	Total Tax	Total Materials
Truck & Small Tool		160.00	$25.00	0.00%	$0.00	$4,000.00
		0.00	$0.00	0.00%	$0.00	$0.00
				Sub Total	$0.00	$4,000.00
				Grand Total	**$0.00**	**$4,000.00**

Subcontractors

Subcontractors		Quantity	Cost	Tax	Total Tax	Total Materials
		1.00	$0.00	0.00%	$0.00	$0.00
		0.00	$0.00	0.00%	$0.00	$0.00
				Sub Total	$0.00	$0.00
				Grand Total	**$0.00**	**$0.00**

Total:		**$49,679.96**
Overhead/ Profit :	**8.50%**	**$4,222.80**
Bond:	**1%**	**$539.03**
Subcontractor:		**$0.00**
Markup Subcontractor:	**8.50%**	**$0.00**
Total:		**$54,441.78**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
REPORT

AGENDA ITEM: Appointments/Reappointments to Various Boards and Committees

SUBMITTED BY: Donna L. Bartle, City Clerk

DATE: April 1, 2026

MEETING DATE: April 13, 2026

BACKGROUND: The Board Member Review Committee met on March 26, 2026 to address vacancies on various boards and committees and made the following recommendations for appointing members.

Name	Board/ Committee	Position REF #	Effective Date	Expiration Date
Appointment from alternate member to regular member position:				
Douglas Moody	CDB	2	Immediately	12/31/2028
New appointments:				
Nancy Staats	CDB	8 First Alternate	Immediately	12/31/2028
Kelly Elmore	CDB	9 Second Alternate	Immediately	12/31/2028
Matthew Mattila	ESC	5	Immediately	12/31/2028
Eran Tobol	ARCC	3	Immediately	12/31/2026
Roy Goldman	G-PBOT	3	Immediately	12/31/2028

Please Note: The BMRC reconsidered its previous recommendation regarding Ian Brown as the second alternate member due to ongoing delays in establishing residency. Following a failed vote on the original motion, a new recommendation was approved and is reflected in the table above.

BUDGET: There is no budget impact.

RECOMMENDATION: Appoint members as listed in the table above.

LINK(S): March 26, 2026 BMRC Amended Agenda Packet

ATTACHMENT(S): Draft Minutes of the March 26, 2026 BMRC meeting

REVIEWED BY CITY MANAGER Kevin T. Fagan

MINUTES
Board Member Review Committee (BMRC) Meeting
Thursday, March 26, 2026 - 5:30 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

ATTENDANCE:

Present:	Curtis Ford, Mayor/Chair Stephen Ditamore, Member Sean Keane, Member Pamela White, Member Amy Palmer, ESC Chair Kirk Hansen, CDB Chair
Absent:	Josué Cruz, ARCC Chair John Hoff, G-PBOT Chair
Also Present:	Donna Bartle, City Clerk Bob Blanco, Human Resources Director

CALL TO ORDER AND ROLL CALL
Mayor Ford called the meeting to order at 5:30 p.m. and City Clerk Bartle called the roll.

1. APPROVAL OF MINUTES

1.A. Approve Minutes of the Board Member Review Committee meeting of October 30, 2025.
(This item was addressed after Item 3.)

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

2. PUBLIC COMMENT
There were no public comments.

3. INTRODUCTIONS AND OVERVIEW OF ROLES AND RESPONSIBILITIES OF BOARD/COMMITTEES

Mayor Ford thanked the candidates and explained the vacancies and the roles of alternates.

CDB Chair Kirk Hansen, ESC Chair Amy Palmer, and HR Director/Pension Administrator Bob Blanco provided overviews of their respective board/committee.

4. COMMUNITY DEVELOPMENT BOARD (CDB)

4.A. Interview/Review CDB Candidates

The Committee interviewed Mr. Moyer, Ms. Staats, and Mr. Elmore for CDB.

James Moyer (CDB)
BC App-25-08

Nancy E. Staats, MD (CDB)
BC App-25-06

Kelly R. Elmore (CDB)
BC App-25-21

Discussion ensued about attendance expectations for alternate members.

4.B. Discuss current First Alternate (Member 8), Douglas Moody, who is interested in serving as a Regular Member (Member 2) and make recommendation.

Mr. Hansen reported on Douglas Moody's contribution to the CDB.

MOTION: Recommend elevating Douglas Moody from First Alternate (Member 8) to a Regular Member (Member 2) on the Community Development Board.

Motion: ***Kirk Hansen***
Second: ***Stephen Ditamore***

Curtis Ford	***For***
Stephen Ditamore (Seconded By)	***For***
Sean Keane	***For***
Pamela White	***For***
Kirk Hansen (Moved By)	***For***

Motion passed 5 to 0.

4.C. Discuss Ian Brown, who was recommended by the BMRC on 10/30/25 for the (then non-existing) second alternate position (Member 9).

BC App-24-06

Chair Hansen requested reconsideration of the previous recommendation of Ian Brown for second alternate. He explained that while Mr. Brown is well qualified with great credentials, he is not yet a resident because his house construction is incomplete, leaving the board without a second alternate for the past three months. He expressed concern that it would be reckless to continue waiting given the ongoing delays.

MOTION: Reconsider the vote we took at the last meeting where we recommended Ian Brown as the second alternate.

Motion: Kirk Hansen
Second: Pamela White

Curtis Ford	***For***
Stephen Ditamore	***For***
Sean Keane	***For***
Pamela White (Seconded By)	***For***
Kirk Hansen (Moved By)	***For***

Motion passed 5 to 0.

Following Robert's Rules requirements for reconsideration, the committee then voted on the original motion to recommend Ian Brown.

MOTION: Recommend appointing Ian Brown to the (as yet non-existing) 2nd alternate position on the Community Development Board.

Motion: Stephen Ditamore
Second: Sean Keane

Curtis Ford	***Against***
Stephen Ditamore (Moved By)	***Against***
Sean Keane (Seconded By)	***Against***
Pamela White	***Against***
Kirk Hansen	***Against***

Motion failed 0 to 5.

4.D. Discuss candidates and make recommendations.

MOTION: Recommend appointing James Moyer to the Community Development Board as the First Alternate (Member 8)

Motion: Kirk Hansen

Motion died due to lack of a second.

ACTION: Recommend appointing Nancy Staats as the First Alternate (Member 8) to the Community Development Board (CDB).

Motion: Stephen Ditamore
Second: Sean Keane

Curtis Ford	***For***
Stephen Ditamore (Moved By)	***For***
Sean Keane (Seconded By)	***For***
Pamela White	***For***
Kirk Hansen	***For***

Motion passed 5 to 0.

MOTION: Recommend appointing Kelly Elmore as the Second Alternate (Member 9) to the Community Development Board (CDB).

Motion: ***Kirk Hansen***
Second: ***Pamela White***

Curtis Ford	***For***
Stephen Ditamore	***For***
Sean Keane	***For***
Pamela White (Seconded By)	***For***
Kirk Hansen (Moved By)	***For***

Motion passed 5 to 0.

CDB Chair Hansen left at 6:40 p.m.

5. ENVIRONMENTAL STEWARDSHIP COMMITTEE (ESC)

5.A. Interview Matthew Mattila (ESC)

BC App-26-01

The Committee interviewed Mr. Mattila for ESC.

5.B. Discuss candidate and make recommendation.

MOTION: Recommend appointing Matthew Mattila as a regular member (Member 5) to the Environmental Stewardship Committee (ESC).

Motion: ***Stephen Ditamore***
Second: ***Amy Palmer***

Motion passed unanimously 5 to 0.

6. ARTS, RECREATION, AND CULTURE COMMITTEE (ARCC)

6.A. Interview Eran Tobol (ARCC)

BC App-25-05

The Committee interviewed Mr. Tobol for ARCC.

6.B. Discuss candidate and make recommendation.

MOTION: Recommend appointing Eran Tobol to the Arts, Recreation, Advisory Committee as a regular member (Member 3).

Motion: Stephen Ditamore
Second: Pamela White

Curtis Ford	***For***
Stephen Ditamore (Moved By)	***For***
Sean Keane	***For***
Pamela White (Seconded By)	***For***

Motion passed 4 to 0.

7. GENERAL EMPLOYEES' PENSION BOARD OF TRUSTEES (G-PBOT)

7.A. Roy Goldman (G-PBOT)
BC App-25-22

The Committee interviewed Mr. Goldman for G-PBOT.

7.B. Discuss candidate and make recommendation.

MOTION: Recommend appointing Roy Goldman as a regular member (Member 3) to the General Employee' Pension Board of Trustees (G-PBOT).

Motion: Pamela White
Second: Sean Keane

Curtis Ford	***For***
Stephen Ditamore	***For***
Sean Keane (Seconded By)	***For***
Pamela White (Moved By)	***For***
Amy Palmer	***For***

Motion passed 5 to 0.

8. OTHER BUSINESS

ESC Chair Palmer reported that ESC would lose at least three members to term limits at year-end, with a fourth member indicating she would not continue, representing nearly half the committee and significant institutional knowledge loss. She requested consideration of scheduling meetings to pre-fill positions before vacancies occur to ensure smooth transitions.

City Clerk Bartle explained various approaches used previously, including "on deck" appointments with timeframes when multiple applicants are available.

City Clerk Bartle offered to propose dates for future meetings. Mayor Ford requested that they be circulated through email.

ADJOURNMENT
There being no further business, the meeting adjourned at 7:20 p.m.

Attest:

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

Date Approved: _____

DRAFT

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 KH

TODAY'S DATE: April 1, 2026

MEETING DATE: April 13, 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 1) 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 Kosmas

RESOLUTION NO. 26-48

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE MAYOR OR 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 Mayor or 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 13th day of April 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, 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

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). 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}

Exhibit 1

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:

Exhibit 1

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:

Exhibit 1

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 Bartle, 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 Bartle, 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:

Exhibit 1

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. 26-58 authorizing the submittal of the T-Mobil Hometown Grant Program application for an opportunity to secure funding that will directly enhance community support, infrastructure, and enhance the overall quality of life for Atlantic Beach residents.

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: April 3, 2026

MEETING DATE: April 13, 2026

BACKGROUND: The City of Atlantic Beach routinely submits grant applications for community improvements. The T-Mobile Application requests a resolution from the eligible applicant's leadership approving the proposal and authorizing the applicant to execute agreements and documents with the grant request as part of the proposal.

Staff has applied for new playground equipment at Beaches Veterans Memorial Park.

If the City is awarded the T-Mobil Hometown Grant resulting from a submitted application, an additional resolution will be required to authorize the Mayor or City Manager to execute the grant agreement.

BUDGET: If successful, this project will need to be included in the Fiscal Year 26-27 budget

RECOMMENDATION: Adopt Resolution No. 26-58

ATTACHMENT(S): Resolution No. 26-58

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE SUBMITTAL OF A 2026 T-MOBILE HOMETOWN GRANT APPLICATION UPON EXECUTION BY THE MAYOR OR CITY MANAGER; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AGREEMENTS AND DOCUMENTS ON BEHALF OF THE CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach applies for grants of various types; and

WHEREAS, the City Commission of the City of Atlantic Beach may delegate the authority to sign grant applications; and

WHEREAS, when the City is selected for funding, the City must execute a grant agreement, and only then are grant requirements binding; and

WHEREAS, the T-Mobile Hometown Grants program provides funding and resources to support community-driven projects that enhance public spaces, improve quality of life, and promote economic and social vitality in small towns and rural communities; and

WHEREAS, the City of Atlantic Beach is eligible to apply for grants under the T-Mobile Hometown Grants program and, if awarded, receive grant funding for eligible community improvement projects.

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

SECTION 1. The submittal of a 2026 T-Mobile Hometown Grant Program application upon execution by the Mayor or City Manager.

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

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 13th day of April 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approve as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-59 (Recommendation to Duval County School Board regarding School Boundaries)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager, on behalf of Commissioner Kelly

TODAY'S DATE: April 8, 2026

MEETING DATE: April 13, 2026

BACKGROUND

The City of Atlantic Beach identifies the education of its youth as a cornerstone of a vibrant and sustainable community. Atlantic Beach Elementary School has served as an "A-rated" anchor institution for generations, providing historical continuity and a unique sense of identity for residents.

Currently, student assignment plans managed by the Duval County School Board (DCSB) impact the social and economic fabric of the City. This Resolution seeks to formally recommend that the DCSB prioritize local zoning to maintain the "small-town" character of Atlantic Beach.

KEY PROVISIONS OF THE RESOLUTION

- **Primary Recommendation:** The City formally requests that the DCSB establish attendance boundaries ensuring all public school students residing within municipal limits are zoned for Atlantic Beach Elementary School as their "first choice".
- **Safety and Engagement:** The Commission finds that proximity to a community school reduces traffic, promotes walkable neighborhood safety, and encourages parental involvement.
- **Social Connectivity:** Unifying the City's youth in a single elementary school is intended to strengthen social bonds by ensuring neighbors grow up alongside neighbors.
- **Logistical Improvement:** Providing a singular educational home simplifies family logistics and fosters a shared investment in local institutions.
- **Transmittal:** The City Manager is directed to transmit this Resolution to the Superintendent of Duval County Public Schools and all members of the Duval County School Board.

BUDGET IMPACT

There is no direct fiscal impact on the City of Atlantic Beach associated with the adoption of this recommendation.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution No. 26-59 to advocate for the City's educational priorities and the long-term social cohesion of the community.

PUBLIC OUTREACH

- Website
- eNewsletter
- News Release

ATTACHMENT

- Resolution No. 26-59

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RECOMMENDING TO THE DUVAL COUNTY SCHOOL BOARD THAT ALL PUBLIC SCHOOL STUDENTS RESIDING WITHIN THE MUNICIPAL LIMITS OF ATLANTIC BEACH BE ZONED TO ATTEND ATLANTIC BEACH ELEMENTARY SCHOOL AS THEIR FIRST CHOICE; PROVIDING FOR FINDINGS; PROVIDING FOR TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach values the education of its youth as a primary component of a vibrant, sustainable, and family-oriented community; and

WHEREAS, Atlantic Beach Elementary School has long served as an "A-rated" anchor institution within the City, fostering a unique sense of community identity and historical continuity for generations of residents; and

WHEREAS, the City Commission finds that the physical proximity of students to their community school reduces traffic congestion, promotes safety through walkable neighborhoods, and encourages higher levels of parental and civic engagement; and

WHEREAS, the Commission further recognizes that unifying the City's youth within a single elementary school significantly enhances the collective sense of community, ensuring that neighbors grow up alongside neighbors and strengthening the social bonds of our residents; and

WHEREAS, providing a singular educational home for every child in Atlantic Beach directly contributes to the overall quality of life by simplifying family logistics and fostering a shared investment in a local institution; and

WHEREAS, current and future student assignment plans by the Duval County School Board (DCSB) significantly impact the social and economic fabric of Atlantic Beach; and

WHEREAS, the City Commission believes that providing a "first choice" priority or direct zoning for all municipal residents to attend their local community school is essential to maintaining the "small-town" character that defines Atlantic Beach.

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

SECTION 1. FINDINGS. The City Commission hereby finds and determines that the above recitals are true and correct and are incorporated herein as findings of the City Commission.

SECTION 2. RECOMMENDATION TO THE DUVAL COUNTY SCHOOL BOARD. The City Commission of the City of Atlantic Beach formally recommends and requests that the Duval County School Board establish a policy or attendance boundary that ensures all public school

students residing within the City of Atlantic Beach are zoned to attend Atlantic Beach Elementary School as their primary or "first choice" educational facility.

SECTION 3. TRANSMITTAL. The City Manager is hereby directed to transmit a copy of this Resolution to the Superintendent of Duval County Public Schools and each member of the Duval County School Board.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, Florida, this 13th day of April 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 90-26-259 and Public Hearing – 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: April 2, 2026

MEETING DATE: April 13, 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."

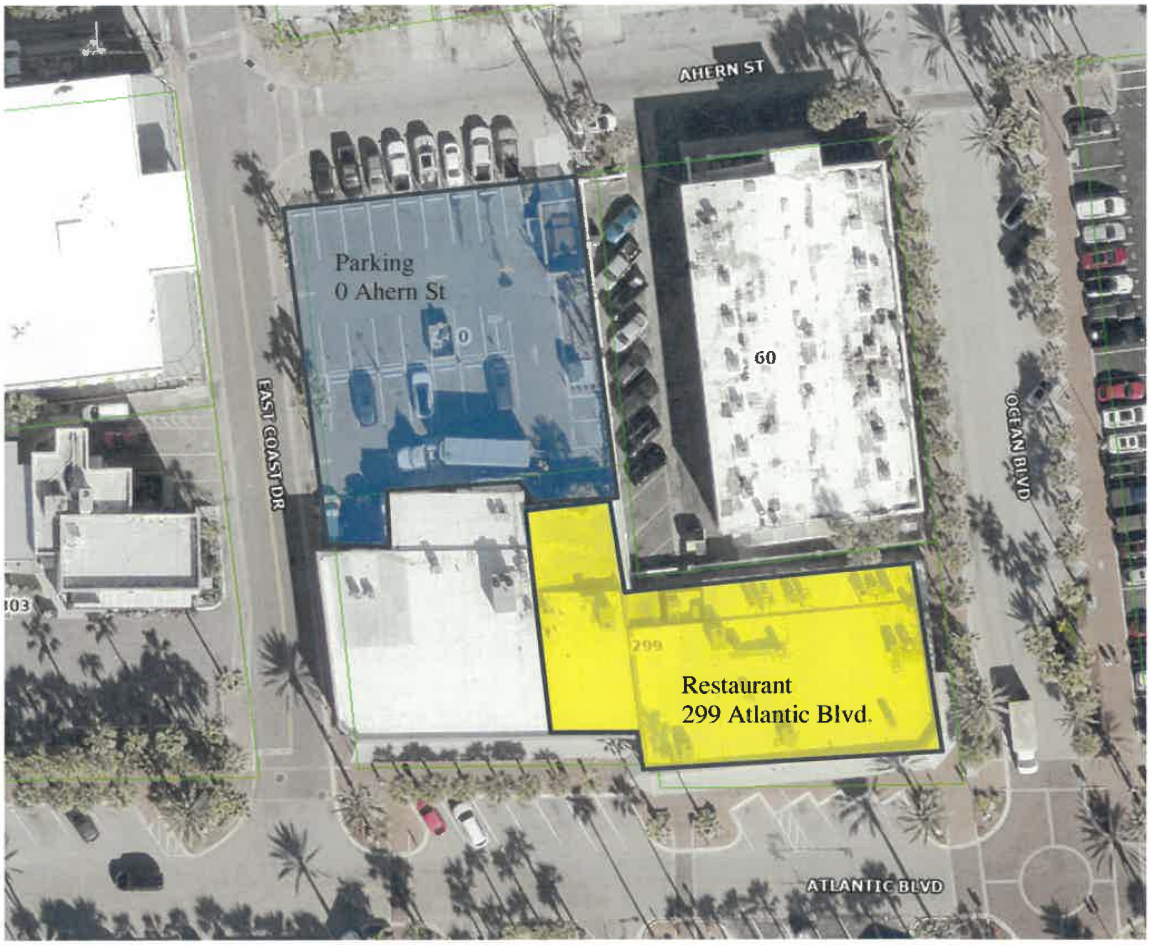
A Development Agreement is a contract entered into between the City and a developer that expressly defines the rules, regulations, commitments, and policies governing a specific development project for a defined period of time. Through this agreement, the parties establish the permitted development, 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.

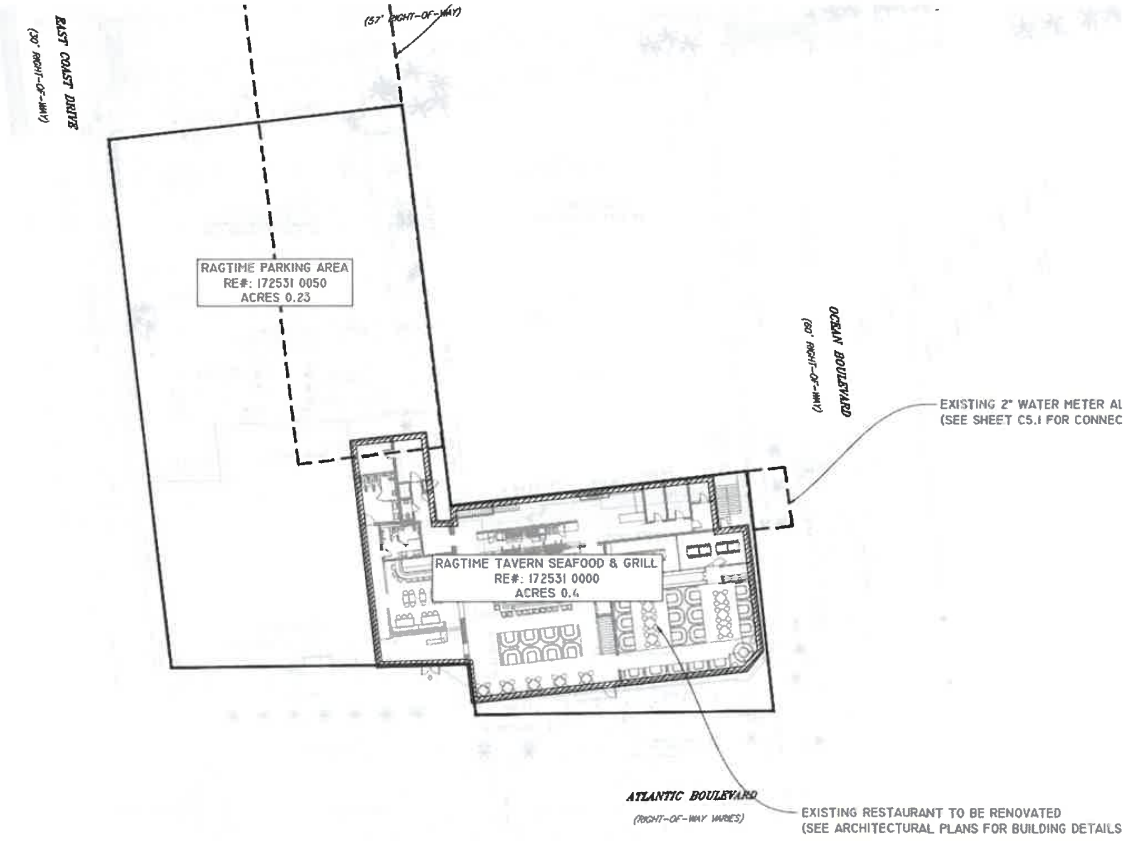
The proposed use (restaurant) of the property is consistent with the Comprehensive Plan's Future Land Use designation of Central Business District and the property's zoning designation as Central Business District.

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 second read.

ATTACHMENT(S): Ordinance No. 90-26-259
Exhibit 1 - Landscape Development Agreement

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 23rd day of March, 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, LTD.**, a Florida 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 #CADD26-0001 (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 LTD Attention: _____ 241 Atlantic Boulevard, Suite 201 Neptune Beach, FL 32266 Email: _____
With a Copy to:	Driver, McAfee, Hawthorne and Diebenow, PLLC Attention: Steven Diebenow, Esq. One Independent Drive, Suite 1200 Jacksonville, Florida 32202 Email: _____

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: _____
Curtis Ford, Mayor
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, LTD., a a Florida 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, LTD, a Florida 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
_____

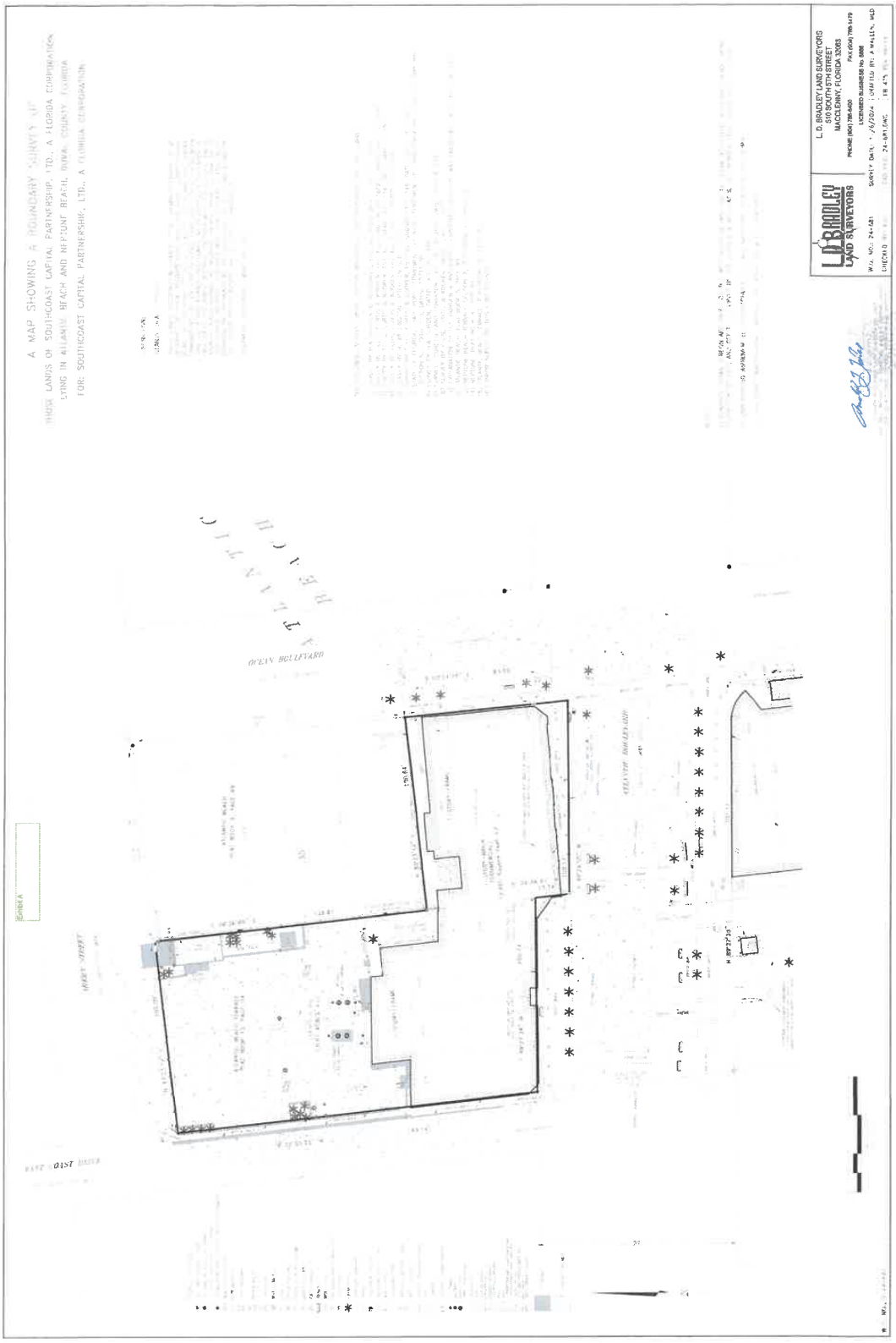

A MAP SHOWING A BOUNDARY SURVEY OF
THOSE LANDS OF SOUTHCOAST CAPITAL PARTNERSHIP, LTD., A FLORIDA CORPORATION
LYING IN ATLANTIC BEACH AND NEPTUNE BEACH, DUVAL COUNTY, FLORIDA
FOR: SOUTHCOAST CAPITAL PARTNERSHIP, LTD., A FLORIDA CORPORATION
OCEAN BOULEVARD
L.D. BRADLEY LAND SURVEYORS
LAND SURVEYORS

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.

ADMINISTRATIVE VARIANCE APPLICATION 07.16.2025

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
SCALE: 1" = 10'
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. IT IS SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL REVIEW.
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
EX-TREE
EX-TREE
EX-TREE
KIOSK
BIKE PARKING
DUMPSTER
MOTORCYCLE PARKING
DR

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:
RET TO: ROBERT R. KREIS, Attorney at Law
P. O. BOX 4069
JACKSONVILLE, FLORIDA 32201

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

263070

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR22'89
PD. 11446
00.55

VOL6675 PG0284

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 PUBLIC 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. BADFORD LOVETT III 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 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	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.

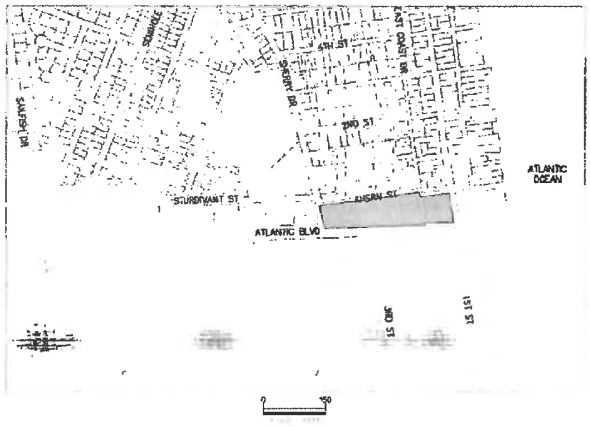


Figure 8 Central Business District Map

(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

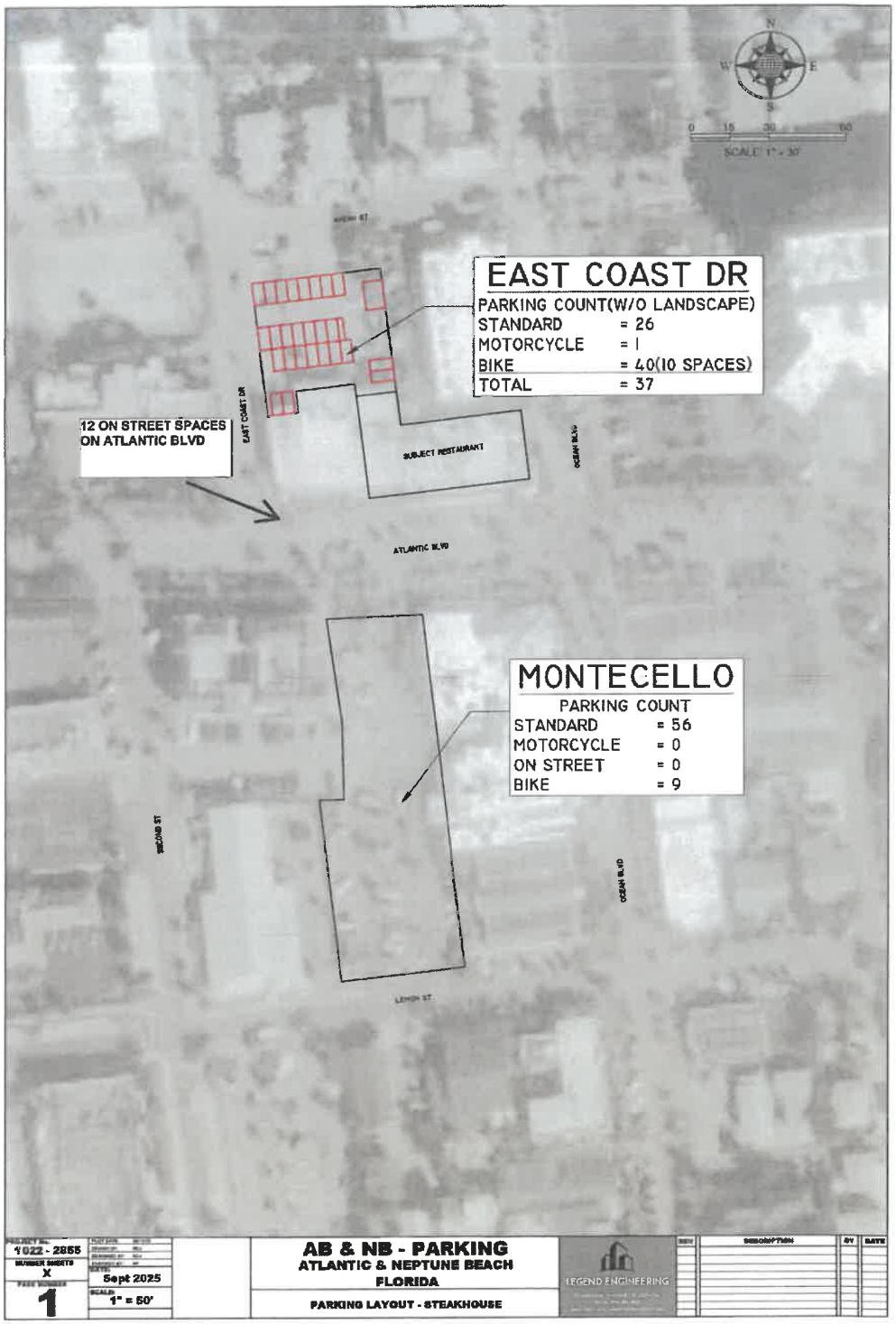
Enclosures

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
SUBJECT RESTAURANT
EAST COAST DR
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'
1022 - 2855
X
1
Sept 2025
1" = 50'
AB & NB - PARKING
ATLANTIC & NEPTUNE BEACH
FLORIDA
PARKING LAYOUT - STEAKHOUSE
LEGEND ENGINEERING
DESCRIPTION
BY
DATE


JaxGIS
PROPERTIES
Home (default.aspx) Layers Tools Basemaps
EAST COAST DR
OCEAN BLVD
ATLANTIC BLVD
1ST ST
LEMON ST
AITKEN ST
SHERRY DR

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

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

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.

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	SJRWMD/FIND Taxable Value	School Taxable Value
No applicable exemptions	No applicable exemptions	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

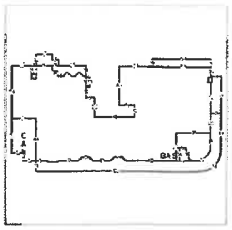
Element	Code	Detail
Exterior Wall	17	17 C.B. Stucco
Roof Struct	4	4 Wood Truss
Roofing Cover	4	4 Built Up/T&G

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)

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Property Record Card (PRC)

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2025

2024

2023

2022

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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

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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 21-2S-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)

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Property Record Card (PRC)
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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	SJRWMD/FIND Taxable Value	School Taxable Value
No applicable exemptions	No applicable exemptions	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
06701-02006	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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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 6
6	BLK 35

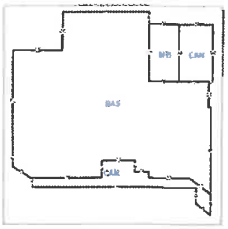
Buildings

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 Cell 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

2025 TRIM Property Record Card (PRC)

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Property Record Card (PRC)

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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:
Name:
Title: Attorney in Fact

JAY W SMITH
ATTORNEY-IN-FACT

2

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 8, 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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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th 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
Notary Public, State of Florida at Large.
My Commission Expires:
Serial No.

Book 8926 Pg 1024

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.

JEDMS2808.1

OR BK 15307 PAGE 806

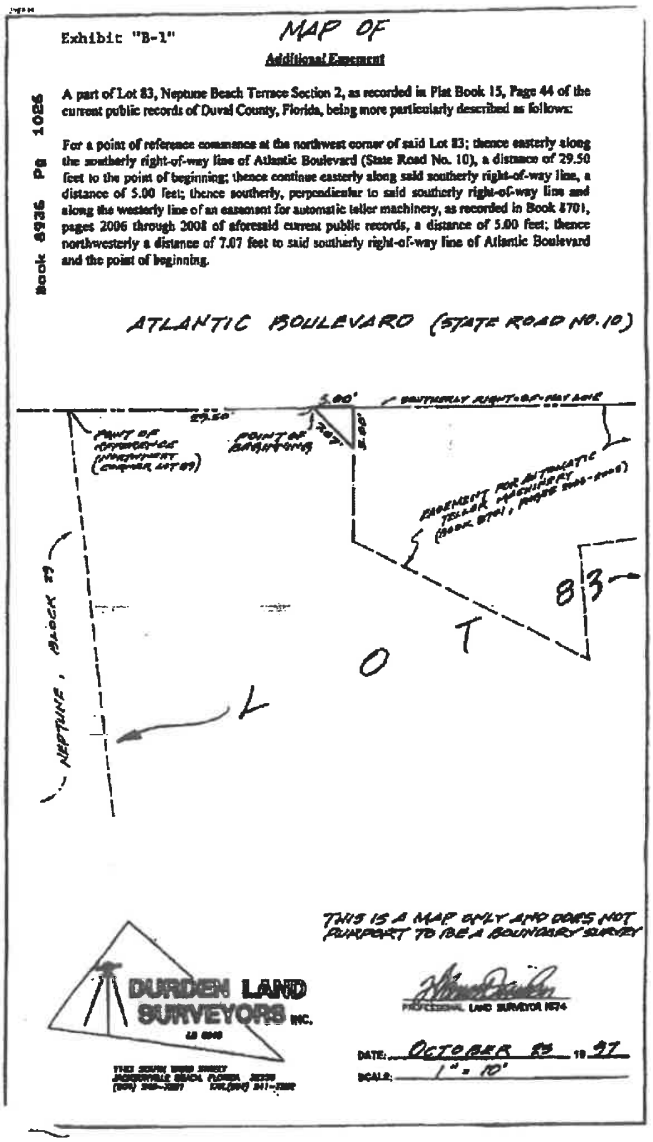
Exhibit "B-1" MAP OF

Additional Easement

Book 8935 Pg 1025

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.



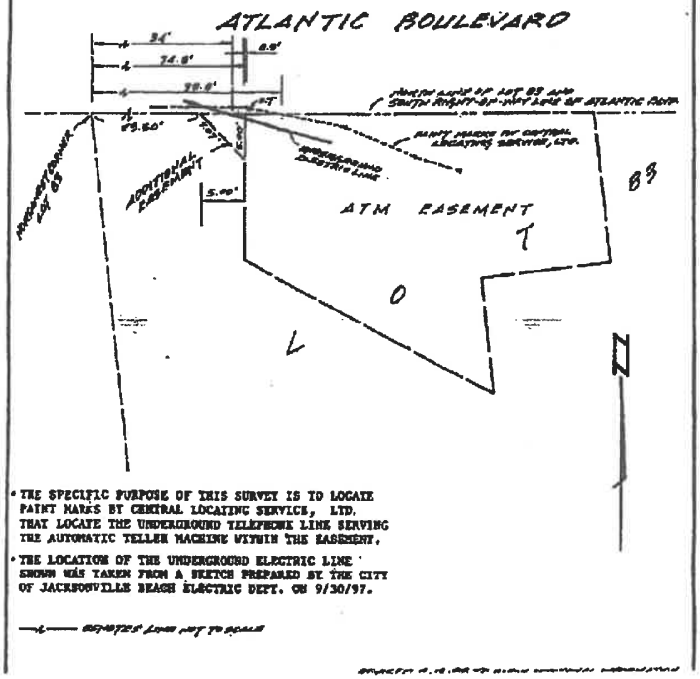
OR BK 15307 PAGE 807

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 6936 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.

—L— DENOTES LOWER LOT TO SOUTH

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 the
County Aforesaid.
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires June 14, 1992

THIS INSTRUMENT PREPARED BY:
RETURN TO: ROBERT R. KREBS, Attorney at Law
P. O. BOX 4269
JACKSONVILLE, FLORIDA 32201

263070

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 29 '89
REC. 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
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. RADFORD LOVETT II	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
N
W
E
S
0 5 10 20
SCALE 1" = 10'
DUMPSTER
BIKE PARKING
EAST COAST DR
PARKING COUNT(W/ LANDSCAPE)
STANDARD = 15
PARALLEL = 3
MOTORCYCLE = 0
BIKE = 40(10 SPACES)
TOTAL = 28
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
Oct-25
1" = 10'
1025-0307
X
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: _____

CITY OF ATLANTIC BACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 20-26-182 amending the operating budget for the fiscal year beginning Oct. 1, 2025, and ending Sept. 30, 2026.

SUBMITTED BY: Brittany Percell, Director of Finance

TODAY'S DATE: April 1, 2026

MEETING DATE: April 13, 2026

BACKGROUND: The budgets of three funds need to be amended as outlined below.

General Fund
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. This amendment recognizes additional revenue in COJ Interlocal Agreement and appropriates funds for professional services.

Community Development Block Grant Fund
Following the issuance of RFP 26-52, J. Howard Construction was awarded bid 2526-10. The purpose of this project is to improve the parking area at the Marsh Oaks Community Center, located at 100 West 1st Street in Atlantic Beach. This amendment recognizes additional revenue in Intergovernmental Grants and appropriates funds for parking improvements.

Landscaping and Environmental Enhancement Fund
Establishment of the Landscaping and Environmental Enhancement Special Revenue Fund to account for and report financial resources that are restricted or committed to expenditures for landscaping, beautification and environmental enhancement activities within designated areas of the City. Resources may include, but are not limited to, payments received in lieu of required landscaping improvements, developer contributions, and other legally restricted revenues. Expenditures from this fund are limited to eligible costs associated with landscaping, environmental enhancements and related capital, in accordance with applicable agreements, resolutions, ordinances or other legal restrictions governing the use of the funds. The City shall maintain appropriate accounting to ensure that resources are expended in compliance with any geographic or project-specific limitations associated with each revenue source.

Following adoption of Ordinance No. 90-26-259, Southcoast Capital Partnership, LTD., shall make a payment of $162,595.00 to the City, in lieu of planting landscaping on the property by

which shall be deposited into the City's designated fund and used exclusively for off-site landscaping or environmental enhancements within the Beaches Towncenter located within the City's jurisdiction. Payment shall be made before a Certificate of Occupancy is issued.

BUDGET:

General Fund - $44,575 increase in revenues
$89,150 increase in expenditures
CDBG Fund - $196,751 increase in revenues
$196,751 increase in expenditures
Landscaping and Environmental Enhancement Fund - $162,595 increase in revenues
$162,595 increase in expenditures

RECOMMENDATION: Approve Ordinance No. 20-26-182.

ATTACHMENT: Ordinance No. 20-26-182

REVIEWED BY CITY MANAGER: Kevin McGuncam

ORDINANCE NO. 20-26-182

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Atlantic Beach requires that the City Commission approve all budgetary increases and transfers at the fund level; and

WHEREAS, the nature of budgetary systems and those day-to-day decisions affecting such budgetary systems require adjustments from time to time; and

WHEREAS, the City is amending the operating budget to add net funds totaling $44,575 in the General Fund, $0 in the CDBG Fund and $0 in the Landscaping and Environmental Enhancement Fund; and

WHEREAS, the City of Atlantic Beach did not include the funding for these expenditures in the original adoption of the Fiscal Year 2025-26 Annual Operating Budget and therefore must amend the budget to have sufficient amounts within the General Fund, CDBG Fund and Landscaping and Environmental Enhancement Fund to fund the expenditures.

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

SECTION 1. The Fiscal Year 2025-26 Operating Budget is hereby amended as follows:

GENERAL FUND

Revenues:	
COJ Interlocal Agreement	($44,575)
Expenditures:	
Professional Services	$89,150
Fund Balance:	**($44,575)**

CDBG FUND

Revenues:	
Intergovernmental Grant	($196,751)
Expenditures:	
Park Improvements	$196,751

Fund Balance:	**$ 0.00**

LANDSCAPING AND ENVIRONMENTAL ENHANCEMENT FUND

Revenues:	
Planning and Zoning	($162,595)
Expenditures:	
Other Contractual Services	$162,595
Fund Balance:	**$ 0.00**

SECTION 2. This ordinance shall take effect immediately upon adoption.

PASSED by the City Commission on first reading this 13th day of April 2026.
PASSED by the City Commission on second and final reading this 27th day of April 2026.

ATTEST:

_____
Donna L. Bartle
City Clerk

_____
Curtis Ford
Mayor

Approved as to form and correctness:

_____
Jason Gabriel
City Attorney