RESOLUTION 2025-16

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH AUTHORIZING THE CITY MANAGER TO EXTEND THE WICKLINE CENTER FACILITY USE AGREEMENT WITH THE SALTY CHURCH ON A MONTH-TO-MONTH BASIS, BUT NO LATER THAN AUGUST 31, 2025; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (the "City") owns and maintains several buildings in the vicinity of S. Daytona Avenue and S. 7th Street, including the Wickline Senior (or Community Center); and,

WHEREAS, the City entered into a Facility Use Agreement (the "Agreement") with the Salty Church (the "Church") initially in 2019 and then revised in 2020; and,

WHEREAS, as permitted by the 2020 Agreement, the City opted to not extend the Agreement beyond the five-year term, terminating the Agreement effective May 31, 2025 (Exhibit A); and,

WHEREAS, the Church has prepared to relocate to another site, but needs time to appropriately reconfigure the new site for Church operations; and,

WHEREAS, Church officials have requested a month-to-month extension to the Agreement beyond the termination date to enable redevelopment of the new Church site (Exhibit B); and,

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

<u>SECTION 1</u>. The City of Flagler Beach City Commission authorizes the City Manager to extend the Wickline Center Facility Use Agreement on a month-to-month basis, but for no longer than August 31, 2025.

<u>SECTION 2</u>. Church officials must notify the City Manager (or his designee) by no later than the 20th of each month if the Church intends to continue its need for the City's Wickline Center for the following month.

<u>SECTION 3.</u> All other terms and conditions of the Agreement remain in effect until the Church notifies the City of its intent to vacant the Wickline Center or August 31, 2025, whichever is earlier.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

<u>SECTION 5.</u> This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2025.

CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachments Exhibit A Exhibit B

EXHIBIT A



City of Flagler Beach

P.O. Box 70 • 105 South Second Street Flagler Beach, Florida 32136 Phone (386) 517-2000

October 4, 2024

Pastor Robbie O'Brien Lead Pastor, Salty Ministries, Inc. 160 E. Granada Ormond Beach, FL 32176

RE: Moody-Wickline Community Center Use Agreement

Dear Pastor O'Brien,

The City of Flagler Beach and the Salty Church originally entered into a Facility Use Agreement (July 25, 2019) for the use by the Salty Church for a variety of community church activities. The original agreement was revised and succeeded by a new five-year agreement on May 19/20, 2020. Both agreements are attached.

A provision of the 2020 agreement, specifically Section 18, provided for the initial five-year term as well as allowing for a mutually agreeable additional two years. Please be advised that the City will not extend the 2020 agreement for the additional two years, thus concluding the terms of the Moody-Wickline Community Center Use Agreement on May 31, 2025.

City staff and services have significantly expanded in the past few years, requiring additional space. The Wickline Center, already housing some City offices, represents the only remaining office space available outside of City Hall. Considerations are also beginning regarding a new City Hall facility (likely located on the grounds of the current City Hall) and, if pursued, will necessitate additional temporary office space at the Wickline Complex.

The City has enjoyed its relationship with the Salty Church and wishes you and other church leaders well in an effort to maintain a presence in Flagler Beach, if desired. If the City can assist you in that effort, please contact me.

Sincerely,

Dale L. Martin City Manager

Attachment: Moody-Wickline Community Center Use Agreement (May 19/20, 2020)

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach; mobile (904) 557-5047

MOODY-WICKLINE COMMUNITY CENTER USE AGREEMENT

This Use Agreement is entered into between the City of Flagler Beach, a municipal corporation (the "City") and Salty Ministries, Inc., a Florida not for profit corporation, (hereinafter "Salty Church") to provide for use of portions of the Moody-Wickline Community Center (the "Moody-Wickline Center") located at 800 S. Daytona Avenue, Flagler Beach Florida.

WHEREAS, the City is the owner of the Moody-Wickline Center Complex as shown on Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, Salty Church and the City have entered a Facility Use Agreement whereby Salty Church is authorized to utilize the Northwest Room, the Northeast Room, the hallway between said rooms, and the unisex bathroom adjacent to the hallway within the portion of the Moody-Wickline Center identified as the Former School Building on Exhibit "A" and more particularly delineated in Exhibit "B" for educational programs on Sundays between the hours of 7:00 a.m. and 1:00 p.m.; and

WHEREAS, Salty Church has requested to expand the use of the School Building to include the use of the foyer which, together with the areas describe in the prior "Whereas" clause shall be referred to as the "School Use Area,"

WHEREAS, Salty Church currently provides church services at the Moody-Wickline Center within the portion identified on Exhibit "A" as the Senior Center on Sundays pursuant to an agreement with Flagler County; and

WHEREAS, the City and Flagler County intend to modify their interlocal relationship relating to the Moody-Wickline Center; and

WHEREAS, the City and Salty Church desire to continue Salty Church's use of the Senior Center for church services and the Former School Building for educational programs; and

WHEREAS, as consideration for the continued use of the described portions of the Moody-Wickline Center, Salty Church has offered to perform certain repairs and refurbishments to the Moody-Wickline Center as described in Exhibit "C" attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the parties hereto mutually agree as follows:

1. Except as otherwise provided herein, Salty Church shall be allowed exclusive use of the Moody-Wickline Center Senior Center for the purpose of conducting church services and other ancillary programs on Sundays between the hours of 7:00 a.m. until 2:30 p.m. and on Tuesdays and Wednesdays from 6:00 p.m. until 8:30 p.m.

2. Except as otherwise provided herein, Salty Church shall be allowed exclusive use of the School Use Area to conduct educational programs on Sundays between the hours of 7:00 a.m. until 2:30 p.m.

3. In addition to the uses described above, Salty Church may use the Moody-Wickline Center at such time and for such uses as approved in advance in writing by the City.

4. Salty Church shall ensure that after any use of the Moody-Wickline Center pursuant to this Agreement it shall return the Moody-Wickline Center to the condition it existed in prior to such use.

5. Salty Church agrees to defend and indemnify the City and its employees and agents from any and all claims, suits, demands or causes of action arising out of, or in connection with Salty Church's use of the Moody-Wickline Center caused by any act or omission of Salty Church, its employees, agents, invitees, or guests, causing any injury or damage to any person or property.

6. Salty Church shall maintain comprehensive, general liability insurance coverage naming the City as an additional named insured with minimum coverage limits of \$1,000,000 per occurrence. Said policy shall not be cancelable without thirty days prior written notice to the City.

7. Salty Church acknowledges and agrees that the City may make modifications to the Premises during the term of this Agreement. In the event that the City must temporarily close the Use Area for the purpose of maintenance or improvement of the Premises, the City shall provide at least fourteen (14) days notice of such closure to Salty Church delivered by hand or U.S. Mail.

8. Salty Church shall abide by all Rules and Regulations for the use of the Moody-Wickline Center which are attached hereto as Exhibit "D."

9. Salty Church shall complete the repairs and refurbishments described in Exhibit "C" within 3 months from the execution date of this Agreement.

10. The City may schedule any use or activities at the Moody-Wickline Center that do not conflict with the rights granted to Salty Church herein or conflict with any uses or activities approved by the City prior to such City use or activity.

11. In the event of a State of Emergency declared by the Federal, State, or City government, the City may utilize the Moody-Wickline Center for any use deemed necessary in the sole discretion of the City for disaster or emergency preparation or response even if such use conflicts with any right granted to Salty Church herein or any other prior schedule event. In such circumstance the City shall notify Salty Church of such use as soon as reasonably possible.

12. Salty Church shall not make any physical alterations to the Moody-Wickline Center other than those described in Exhibit "D" without prior written consent of the City.

13. The City shall maintain the building, City-owned equipment, and liability insurance for the Moody-Wickline Center and grounds.

14. The laws of the State of Florida shall govern this Agreement.

15. This Agreement has been negotiated and prepared by the parties and their respective counsel. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

16. This Agreement supersedes and replaces all prior agreements between the parties.

17. Amendments to and waivers of the provisions of this Agreement may only be made in writing and executed by both parties and this agreement shall not be assigned except upon written approval by the non-assigning party.

18. This Agreement shall have an initial term of five years and may, upon mutual agreement, be extended for additional two year terms thereafter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their proper Officers the day and year below written.

CITY OF FLAGLER BEACH, FLORIDA

Linda Provencher, Mayor

ATTEST: Penny Overstreet, City Clerk

SALTY CHURCH Travis Paule By:

Its: Campus Postor

SCANNED

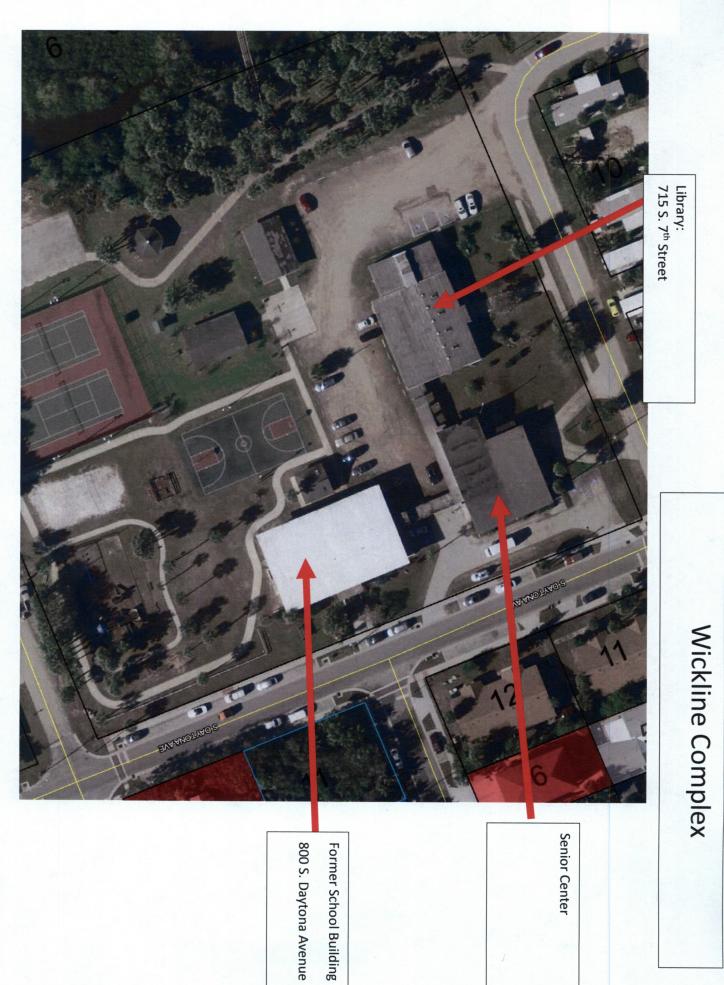


Exhibit "A"

Exhibit "B"

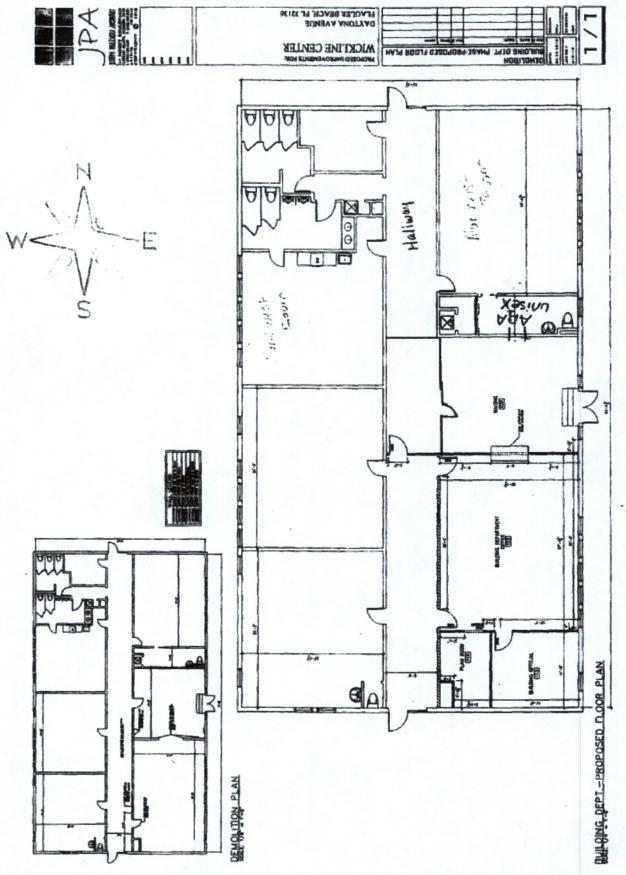


Exhibit "C"

Chris Conklin, Inc.

229 Ocean Palm Drive • Flagler Beach, FL 32136 386-627-1468 • Licensed & Insured chrisconklin.inc@gmail.com • Over 25 Years of Experience

January 8, 2020

Senior Services Building/Church Building South Daytona Flagler Beach, FL 32136

RE: Exterior Painting

The total cost for the complete exterior painting of building will be \$9,200.00.

Details:

All areas to be painted will be pressure washed.

All doors and windows will be caulked.

All bare wood will be primed.

All rusted areas will be primed.

All masonry surfaces will receive one coat of masonry sealer and two coats of Sherwin Williams Super Paint.

All wood surfaces will receive two coats of Sherwin Williams Super Paint.

Approximately 20 feet of rotted fascia board will be removed and replaced.

All areas not to be painted will be protected at all times.

The total cost includes all paints, materials, and equipment.

Thank you,

Chris Conklin

SENIOR SERVICES CENTER FACILITY (WICKLINE CAFETORIUM)

RULES AND REGULATIONS FOR ADDITIONAL NON-SENIOR SERVICES PROGRAMS AND ACTIVITIES

- 1. BUILDING USE IS RESTRICTED TO THE MAIN DINING AREA ONLY.
- 2. The kitchen and offices are off limits under all circumstances.
- 3. The computer and bingo game equipment located in the main area is off limits in all circumstances. It shall not be accessed or moved.
- 4. Under no circumstances will the pool table be moved. It will be the City's responsibility to provide for any required rebalancing which will be scheduled at the earliest possible time to avoid any extended lapse of use by the Center participants.
- 5. An application for the use of Center from the City shall be completed and the required fees shall be paid to the City at the time the application is accepted for use of the Center prior to any use of the Center. The same shall apply if the use of the Center is from the County.
- Maximum Occupant Load for the facility is 128 persons during utilization of tables and chairs. Maximum occupant Load is 200 persons when using chairs arranged in rows.
- 7. There are a minimum number of tables and chairs that are available on site (15 tables/seating for six at each table and a total of 106 chairs). Any additional tables or chairs brought into the facility are the sole responsibility of the User. City will oversee User's delivery and removal of all additional equipment to assure no interruption of services at the site during normal hours of operation which are Monday through Friday from 8:00 a.m. 3:30 p.m. No onsite storage will be provided. All additional equipment must be removed upon event termination.
- 8. The User acknowledges that it will be responsible for the cost of any damaged equipment and is subject to liability to the full extent of the law. A security deposit in the amount of two hundred fifty (\$250.00) dollars shall be paid to the City. It will be the City's responsibility to collect for all damages and to replace the Center's equipment with like equipment, so as not to interfere with the Center's daily operations. The senior dining program cannot be hindered due to lack of tables and chairs.
- 9. The building will not be defaced in any manner, either in or outside. Nails and tacks will not be used on the walls or ceilings. The User shall be responsible for any/all losses or damages and is subject to liability to the full extent of the law.
- 10. The undersigned User will be present at all times during the occupancy of the facility event. The use of the facility must end by 11:00 p.m. and the facility must be vacated by 11:30 p.m., unless previously authorized by the City Manager or the Manager's designee.

- 11. User acknowledges that authorized City personnel will be on the premises during the scheduled rental. Any violation of the listed rules and regulations may result in immediate termination of the use and all persons being removed from the property and forfeiture of their entire deposit. The City staff will hold the key for all events and will open and close building for users. No key will be provided to
- 12.All Users must provide proof of current liability insurance and are required to obtain and provide a certificate of insurance in the amount of one million dollars (\$1,000,000.00) with the city named as an additional insured.
- 13. No alcoholic beverages of any kind are permitted inside or outside of the facility at any time.
- 14. No smoking is permitted in this facility.
- 15. Before leaving the building the User will:

Bag all trash and place it in the proper receptacle. a.

Return all furniture to its original location. This will include all b. tables and chairs (six chairs to each table) and all other furnishings. C.

Prepare floors for cleaning by sweeping or dust mopping the area. Brooms and dust mops will be accessible for this purpose.

Inspect restroom facilities making sure that all faucets are d. turned off.

All doors and windows will be secured. e. f.

- Turn off all the lights.
- 16. Deposits are refunded after City personnel inspect the facility. Deposits take 2-4 weeks to be returned. Any and all deposit decisions are in the sole determination of the City.
- 17. The City's Recreation Director must be given no less than 24-hour notice if an event is canceled. If a 24-hour notice is not given, User will be held responsible for the rental fee.

EACH USER UNDERSTANDINGS THAT SETUP AND BREAKDOWN IS INCLUDED IN THE RENTAL TIME. USER IS NOT PERMITTED TO ENTER THE FACILITY EARLY OR LEAVE AFTER THE EXPIRATION OF THE RENTAL PERIOD. IN CASE OF EMERGENCY - PLEASE CALL THE FLAGLER BEACH POLICE DEPARTMENT AT 386-517-2020.

I agree to follow the above Rules and Regulations,

User Signature Carris User Name Printed auna June

Date

City Employee Signature

unny Overstruct **City Employee Printed**

FACILITY USE AGREEMENT

This Facility Use Agreement is made and entered into this 25TH day of JULY, 2019, by and between the City of Flagler Beach, a municipal Corporation (hereinafter the "City"), and Salty Church of Ormond Beach, Flagler and New Smyrna (hereinafter "Salty Church"), for the use of a portion of the Moody-Wickline Center Building located at 800 South Daytona Avenue (hereinafter the "Premises"), Flagler Beach, FL 32136.

WHEREAS, Salty Church has requested to use a portion of the Moody-Wickline Center Building consisting of the Northwest Room, Northeast Room, the hallway between said rooms and the unisex bathroom adjacent to the hallway (hereinafter, collectively, the "Use Area") more particularly described as shown on Exhibit "A," attached hereto and incorporated herein.

WHEREAS, Salty Church has examined and found the condition of the Use Area suitable for its intended purposes.

NOW THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration paid by Salty Church to the City, the Parties agree as follows:

1. TERM

The term of this Facility Use Agreement shall begin on August 5, 2019 and shall continue for twelve (12) months unless terminated earlier as provided herein.

2. EARLY TERMINATION

Either party may terminate this Facility Use Agreement for any reason upon thirty (30) days written notice of its intent to terminate delivered by hand or U.S. Mail to the other party.

3. UTILITIES

City will pay all utility costs and perform all necessary maintenance and upkeep on the premises.

4. INSURANCE AND INDEMNIFICATION

a) Salty Church shall obtain a comprehensive, general liability insurance policy naming the City as an additional named insured with minimum coverage limits of \$1,000,000 per occurrence. Said policy shall not be cancelable without thirty days' prior written notice to the City.

b) Salty Church agrees to the fullest extent permitted by law to at all times indemnify, defend and hold the City harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected to Salty Church or its employees, invitees or guests' use of the Use Area, or occasioned wholly or in part by any act or commission of Salty Church, its employees, invitees or guests. Should the City be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by anyone against the City arising out of Salty Church or its employees, invitees or guests' use of the Use Area, Salty Church shall defend, indemnify and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees of the City's attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto.

5. USE

a. Pursuant to this Agreement, Salty Church shall be allowed the right to use the Use Area as a program facility for its Salty Kids Program. Any other use shall constitute a default under the terms of this Agreement. Salty Church agrees to conduct its business in a proper manner and neither to do nor suffer anything to be done to the detriment of the Use Area or Premises nor to permit any waste, reasonable wear and tear excepted, nor to permit the Use Area or Premises to be used for any illegal or immoral purpose.

b. Salty Church's use of the Use Area shall be limited to Sundays between the hours of 7:00 a.m. and 1:00 p.m. Any use of the Use Area beyond these times by Salty Church shall only be upon prior written authorization from the City.

c. The City reserves the right to schedule functions, including but not limited to special events and meetings, at the Premises, including the Use Area, provided said function will not conflict with the use of the Use Area by Salty Church. In addition, the City reserves the right to allow other individuals, groups or organizations to use the Premises, including the Use Area, for functions, including but not limited to special events and meetings, provided that such functions do not interfere with Salty Church's use of the Use Area as described herein.

d. Salty Church acknowledges and agrees that the City may make modifications to the Premises during the term of this Agreement. In the event that the City must temporarily close the Use Area for the purpose of maintenance or improvement of the Premises, the City shall provide at least fourteen (14) days' notice of such closure to Salty Church delivered by hand or U.S. Mail.

6. ASSIGNMENT

This Agreement is non-assignable by either Party.

7. CLEANLINESS OF USE AREA AND PREMISES

After each use of the Premises, Salty Church shall return the Use Area and Premises to the condition they existed prior to each use and ensure the Use Area and Premises are in a clean and presentable condition.

ENTIRE AGREEMENT 8.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements related to the Premises. No waiver, modifications, additions or addenda to this Agreement shall be valid unless in writing and signed by both the City and Salty Church.

9. **ATTORNEYS' FEES AND COURT COSTS;**

In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, paralegal fees, and court costs at both trial and appellate levels.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 25th day of July, 2019.

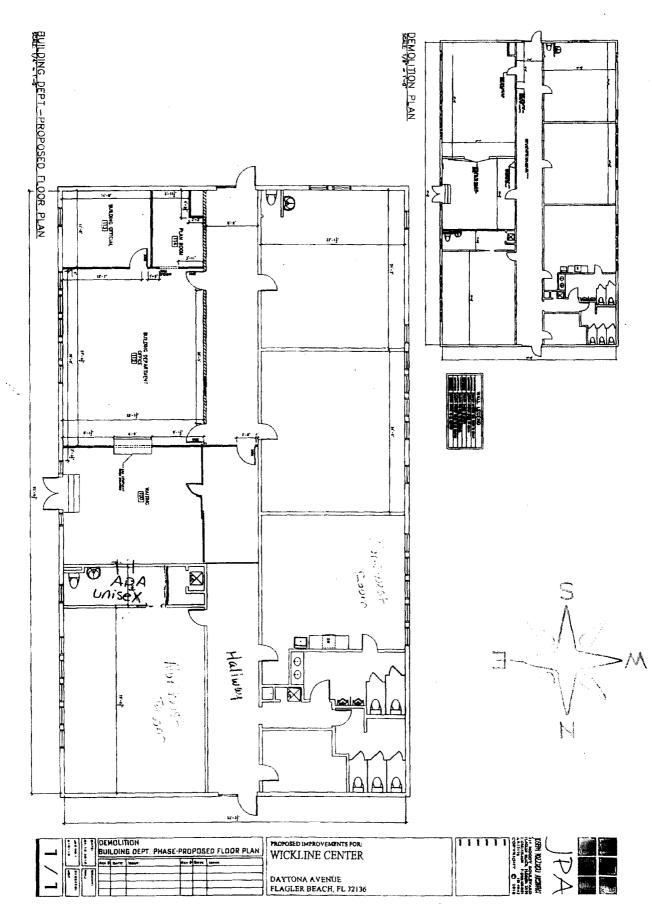
ATTEST: City Cler

CITY OF FLAGLER BEACH, FLORIDA

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Witness

SALTY CHURCH OF ORMOND BEACH. FLAGLER AND NEW **SMYRNA**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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Ormond Beach, FL 32174	ADDRESS: TO	n@Advanta	geInsGroup.com				
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SALTY MINISTRIES, INC	INSURER B :						
160 E. GRANADA BLVD.			INSURER C :				
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ORMOND BEACH FL 32176			INSURER E :				
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CITY OF FLAGLER BEACH							
ATTN: PENNY OVERSTREET, CITY CLERK P.O. BOX 70 / 105 S. 2nd ST.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE				
FLAGLER BEACH, FLORIDA 32136							
386-517-2000-ext.233 386-517-2008 fax			ACCORDANCE WITH THE POLICY PROVISIONS.				
	AUTHORIZED REPRESENTATIVE						
email:poverstreet@cityofflag							
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ORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT B

2/4/2025

Dale Martin and the Flagler Beach City Commission,

Let me start by saying thank you to the City for your partnership with Salty Church and for allowing us to use the Wickline buildings to serve our community in so many ways over the years. It has been a huge blessing, and we look forward to continuing to partner and serve into the future.

Ever since Salty Church received the news that the City wouldn't be renewing our lease agreement at the Wickline buildings we have been diligently searching for a new home for our campus. Our options in Flagler Beach were very limited so we've had to expand our search into parts of Palm Coast as well. Thankfully we have found a facility that looks very promising not too far into Palm Coast. We have given a LOI that has been accepted and are currently going through all the approvals for our buildout.

Completion of the buildout will no doubt take us past the end date of our current lease (May 20th), so we are asking the City to grant us an extended month-to-month lease agreement with the understanding that we would vacate as soon as our new building is ready to occupy. Thank you.

Sincerely,

Todd Frenier Campus Pastor Salty Church | Flagler Beach todd@salty.org | 404-626-4886