



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, October 17, 2024 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Proclamations and Awards**
 - a. Proclamation recognizing October as Downs Syndrome Awareness Month.
 - b. Receive an update from the Centennial Committee - Roland Clee.
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
 - a. Approve the minutes of the Regular Meeting of September 12, 2024, and the Special Meetings of September 12,17 and 26, 2024, the Workshop Meeting of September 24, 2024, and the Emergency Meeting of October 07, 2024.
7. **General Business**
 - a. Resolution 2024-24. A Resolution by the City of Flagler Beach, Florida, approving easement agreements between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purposes of leasing the infrastructure, providing for conflict and effective date.
 - b. Resolution 2024-57, a Resolution by the City of Flagler Beach Approving McKim & Creed Phase II Stormwater Planning and Improvements; providing for conflict and an effective date.
 - c. Application OE-24-09-01 Request for Annual Outdoor Entertainment Permit - The Cajun Beach - 1112 S. Ocean Shore Boulevard - Applicant - Patrick McKinney.
 - d. Annual City Manager evaluation review.
 - e. Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council.
 - f. Resolution 2024-61, a Resolution by the City Commission of the City of Flagler Beach, Florida, extending Resolution 2024-58 which enacted a Declaration of Emergency for the City of Flagler Beach, and enacted the powers of Chapter 14, Article III, Emergency Management, providing for conflict and an effective date.
8. **Public Hearings**

- a. Ordinance 2024-18, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - first reading.

9. Staff Reports

- a. City Attorney:
- b. City Manager:
- c. City Clerk:

10. Commission Comments

- a. Commission comments, including reports from meetings attended.
- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

Proclamation

Recognizing October as Down Syndrome Awareness Month

Whereas, Down syndrome is a genetic condition that affects approximately 1 in 700 babies born each year in the United States and throughout the world, leading to intellectual and developmental challenges, but also unique strengths, potential, and abilities; and

Whereas, individuals with Down syndrome possess a wide range of abilities, talents, and contributions, enriching our communities with their unique perspectives and strengths; and

Whereas, people with Down syndrome can lead fulfilling lives, including attending school, pursuing higher education, engaging in meaningful employment, and participating in recreational activities, just as their peers without disabilities; and

Whereas, families, caregivers, and support networks play a crucial role in empowering individuals with Down syndrome to reach their full potential, fostering inclusion, acceptance, and the opportunity to live as independent, self-determined, and valued members of society; and

Whereas, ongoing research and advancements in medical care and support services provide new opportunities for individuals with Down syndrome to lead fulfilling, healthy, and independent lives, deserving of dignity and respect; and

Whereas, early intervention, inclusive education, quality health care, and community support have been shown to significantly enhance the quality of life for individuals with Down syndrome, promoting their physical, intellectual, emotional, and social development; and

Whereas, Cedar Bridge Foundation, through its commitment to Building Resources, Inclusion, Development, Growth, and Education (BRIDGE), provides invaluable support and resources for individuals with Down syndrome and their families, championing a holistic approach to empowerment and advocacy; and

Whereas, the month of October is nationally recognized as Down Syndrome Awareness Month, a time dedicated to celebrating the abilities and achievements of individuals with Down syndrome, while also raising awareness about the challenges they face and the importance of advocating for their rights and opportunities.

NOW THEREFORE, I PATTI KING, MAYOR OF THE CITY OF FLAGLER BEACH do hereby proclaim **October** as **Down Syndrome Awareness Day** in Flagler Beach, and I encourage all citizens to celebrate the abilities of individuals with Down syndrome, foster a culture of inclusion, and advocate for a society where everyone has equal opportunities to thrive.

IN WITNESS WHEREOF, I have hereunder set my hand this 10th day of October, 2024.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR



CITY COMMISSION SPECIAL MEETING MINUTES

Thursday, September 12, 2024 at 5:01 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

PRESENT: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:01 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Vice-Chair Sherman led the pledge to the flag.
3. **Public Hearings**

- a. Resolution 2024-50, a resolution by the City Commission of the City of Flagler Beach, Florida levying the Ad Valorem Property Tax Millage Rate for the municipal purposes on all taxable property within the City for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, stating the millage to be levied is 5.4500 in Flagler County and 5.4500 is the rate to be levied for Volusia County; and providing an effective date - first reading. Attorney Smith read the title of the Resolution into the record. Motion by Commissioner Mealy to approve Resolution 2024-50. Commissioner Sherman seconded the motion. Public hearing is opened. No Comments were offered. Public hearing is closed. The motion carried four to one after a roll call vote, with Commissioner Belhumeur voting no.
- b. Resolution 2024-51, a resolution by the City Commission of the City of Flagler Beach, Florida, adopting budgets for the General Fund, Utility Fund, Sanitation Fund, Stormwater Fund, CRA Fund, Pier Enterprise Fund, and Building Code Inspection Fund for the fiscal year 2024-25 fixing appropriations therein; proposing expenditures there under; and determining the amount of money to be raised by taxation and providing an effective date hereof - first reading. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Sherman to approve Resolution 2024-51. Commissioner Mealy seconded the motion. The public hearing was opened. No comments were offered. The public hearing was closed. The motion carried four to one, with Commissioner Belhumeur voting no.

Discussion ensued regarding streets, roads and stormwater maintenance. Mr. Martin distributed a handout regarding a priority list of stormwater projects. It was the consensus of the Commission for staff to produce a monthly report regarding stormwater issues and improvements.

4. **Adjournment:** Motion by Commissioner Mealy to adjourn the meeting at 5:15 p.m.

Scott Spradley, Chair

Attest:

Penny Overstreet, City Clerk



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, September 12, 2024 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

PRESENT: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet

1. **Call the meeting to order.** Chair Spradley called the meeting to order at 5: 30 p.m.
2. **Proclamations and Awards**
 - a. Certificates of Appreciation: Ken Bryan, Home Depot, and Lowes. Mayor King presented the certificate to Ken Bryan for his efforts to assist the City with the painting of City Hall and the Veterans Park memorial benches. Ken accepted the certificates to Lowes and Home Depot for their generous donations.
 - b. Proclamation National Recovery Month. Mayor King read the proclamation into the record and presented the proclamation to Pam Bertolo. She distributed posters and buttons and invited all to the Recovery Festival at the Agricultural Museum on September 21.
 - c. Proclamation Suicide Prevention Month. Mayor King read the proclamation into the record and presented the proclamation to members of the Flagler Beach Rotary Club. The members reported that there will be a 988 Suicide Prevention walk on Thursday, September 19, 2024 6:00 p.m.
 - d. Proclamation National Ovarian Cancer Awareness Month. Mayor King presented the proclamation into the record and presented it to Val Sanson. Ms. Sanson thanked the City for their support.
3. **Deletions and changes to the agenda.** Commissioner Cooley asked to pull Item 7C. City Clerk Overstreet review the changes that were made to the document prior to the meeting. Commissioner Cooley withdrew his request. Commissioner Cooley questioned 6a. City Clerk Overstreet explained the situation.
4. **Public comments regarding items not on the agenda.** Steve Dalley needed clarification regarding the PAR Board’s responsibilities regarding the proposed annexation and how the annexation will affect our utilities. Greg Sullivan reported an Airstream trailer parked on City property on N. Daytona for an extended period time and was concerned that it has not been removed. Boudie Estberg lives on Lehigh Avenue and reported there was flooding on Sunday and with the continued rain, the water above exhaust line of his wife’s car. John Stein of Leigh Avenue spoke of the flooding of the street and was concerned that the stormwater drains and culverts were not clean and causing flooding.

City Manager to report to Public Works in order to ascertain how best to solve the problem. Mr. Martin will pass along the trailer issue to Code Enforcement tomorrow. Attorney Smith reviewed the PAR Board is a recommending body to the Commission they do not approve.
5. **Consent Agenda**
 - a. Approve the minutes of the August 12, 2024 Workshop, and the August 22, 2024 Regular meeting.
 - b. Approve an Agreement with Pro First Training for pre-hire background checks.
 - c. Approve Insurance Contract with PGIT

Motion by Commissioner Belhumeur to approve the consent agenda. Commissioner Sherman seconded the motion. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously.

6. General Business

- a. Application OE-24-09-01 - 1112 S. Ocean Shore Boulevard - Annual Outdoor Entertainment Permit, The Cajun Beach, FloJun, LLC. Applicant Patrick McKinney: Motion by Commissioner Mealy to table Item 6a to the October 10th Regular Meeting. Commissioner Sherman seconded the motion. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously.
- b. Resolution 2024-52. A Resolution by the City of Flagler Beach, Florida, approving a Task Order with Bentley Group, Inc., to perform condition assessments of five (5) city-owned buildings; providing for conflict and an effective date: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2024-52. Commissioner Sherman seconded the motion. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- c. Resolution 2024-53, a Resolution to approve the City of Flagler Beach application for the 2024 Flagler County Tourist Development Council Capital Project Funding Program; providing for conflict and an effective date: Attorney Smith read the title of the resolution into the record. Commissioner Cooley was concerned the cost of the project would be too expensive for the City. He would like to split the project into the promenade being one and the restrooms and other facilities being another and doing value engineering on those areas. Chairman Spradley was in agreement. Commissioner Mealy was concerned the project needs to start in order to get the grant. Mr. Martin responded the project has to be started within one year of the award; in the grant, the City is committed to expanding the buildings at the pier but we are not tied to the cost or the materials. We have the ability to change the material without losing the grant. Commissioner Belhumeur expressed concern about design plans for of the Pier. Mr. Martin advised in either October or November the commission will have the ability to put their stamp on the design elements of the pier. Motion by Commissioner Sherman to approve Resolution 2024-53. Commissioner Belhumeur seconded the motion. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- d. Consideration of City Commission Reserved for Contingencies Funds: Commissioner Belhumeur would like to see new benches in the portico of City Hall, new picnic tables in Veterans Park, and new chairs for the Commissioners. Mayor King wanted to wait on the picnic tables until the branding process has been completed in order for the downtown area to have a cohesive look. Chairman Spradley suggested the item be placed on the next CRA agenda. The Commission reached a consensus to roll the funds back into Reserves.

7. Public Hearings

- a. Ordinance 2024-13, an Ordinance of the City of Flagler Beach, Florida, adopting an areawide speed limit reduction upon City roads, providing for conflict, providing for severability, providing an effective date - final reading: Attorney Smith read title into the record. Commissioner Cooley referred to an error on page 117, business impact statement has a typo. He asked if the motion needed to be approved as amending. Attorney Smith counseled because it is not part of the ordinance, the exhibit can be removed. Motion by Commissioner Sherman, seconded by Commissioner Mealy, to approve Ordinance 2024-13. The motion carried four to one, with Commissioner Belhumeur voting no.
- b. Ordinance 2024-14, an Ordinance of the City of Flagler Beach, Florida, amending Article IX of the City of Flagler Beach Code of Ordinances relating to Purchasing and Procurement; providing for severability; providing for codification, conflicts, and effective date. - final reading: Attorney Smith read the title into the record. Mr. Martin reviewed the purpose of the ordinance is to increase the spending limits from \$20,000 to \$49,999. Purchases will be approved by the Finance Director and City Manager. The

spending limit of \$20,000 slowed down the process of purchasing not only, coming back to the Commission, but the number of items needing to go out for bid. Commissioner Cooley asked if this increased threshold of the City Manager making purchases. Discussion included past practices by previous City Managers; projects the Commission had not approved in the past. Attorney Smith referred the Commission to page 121, and suggested amending the last line from Finance Director and City Manager to City Commission. This adjusts the threshold for the City Manager to \$35,000. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to approve 2024-14 as amended. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.

- c. Ordinance 2024-15, an Ordinance of the City of Flagler Beach, Florida, amending Chapter 11, "Solid Waste," of the City of Flagler Beach Code of Ordinances; amending Restrictions and Regulations related to Solid Waste Collection and Recycling; amending Penalties for Violation of Solid Waste Regulations; providing for severability; providing for codification, conflicts, and effective date. - final reading: Attorney Smith read title of the Ordinance into the record. Discussion included references to 32-gallon cans changing that reference to 65-gallon cans; the number of cans allowed per resident on pick-up days; special pick-up fees; alleys not being maintained and damaging City trucks. Commissioner Cooley asked if the Commission would agree with changing four 32-gallon cans to two 65-gallons. Discussion turned to when a special pick-up cost would be necessary; the amount of yard waste residents would be allowed to put out at one time without needing a special pick-up. Rob Smith, Sanitation Director, advised the Commission how many kitchen bags can fit in 65-gallon cans. He thought there should be three cans at a minimum but it would be more realistic at four tippy carts. Mr. Smith explained the difference since Environmental Land Services was purchased by Waste Management. The new management charges by the yard and not by weight. Motion by Commissioner Cooley to approve 2024-15 as amended. The motion was seconded by Commissioner Sherman. Commissioner Belhumeur requested clarification regarding the amendment. Discussion turned to the number of cans allowed. The motion and the second were withdrawn. Motion by Commissioner Belhumeur that we approve 2024-15 as written, with one change on line 120, changing eight 32-gallon to four 65-gallon. Commissioner Mealy seconded the motion. The public hearing was opened. Mr. Edward Lansdowne spoke of his concerns and his love of the City. The public hearing was closed. The motion carried unanimously, after a roll call vote.
- d. Ordinance 2024-16, an Ordinance of the City of Flagler Beach, Florida, amending Appendix a, Land Development Regulations, Article II, Zoning, Section 2.05.06, "Height Regulations," of the Code of Ordinances; amending the allowed exceptions to the thirty-five-foot height limitation; providing for conflicts; providing for severability; and providing for an effective date - first reading. Attorney Smith read the title of the ordinance into the record. Discussion included elevator bulkhead; stairwell and elevator bulkhead will be added to the ordinance; not going beyond 43 feet; parapet being eight feet not 10 feet. It was consensus of the Commission for it to be kept at eight feet, for a total of 43 feet. The public hearing was opened. The following citizens came forward to express their concerns, opinions and suggestions: Greg Sullivan, Steve Dalley, Charlie Morrow and Brett Spitalny. The public hearing was closed. Motion by Commissioner Belhumeur, seconded by Commissioner Mealy to approve Ordinance 2024-16, as amended. The motion carried unanimously, after a roll call vote.

8. Staff Reports

- a. City Attorney: spoke of the Veranda Bay Development. The County is requesting the City consider taking the portion of John Anderson Highway and the possible need for an Interlocal Agreement.
- b. City Manager: The presentation regarding the TDC grant will go before the Board of County Commissioners on Monday, September 16, 2024. The Special Meeting on the Annexation application is next Tuesday. The Parks Committee met and the City is waiting on the formal FRDAP contract from the state. They recommended for the City to put out an request for qualifications to solicit a parks consultant to prepare some options for Wickline Park. Tom Gillin is looking into reviving Movies in the

Park program with a twist it will now be Movies around Town. The movies will take place at different locations around the City.

c. City Clerk: Distribution of the City Managers Annual Evaluation.

The second reading of the height ordinance will come back to you at the October 10 regular meeting.

The Finance Director has drafted an RFP for auditing. As part of the process, she is looking to put together an audit review committee. She has asked for three members of the Commission to participate as members of the committee. Patti King, Jane Mealy, Scott Spradley volunteered.

Mr. Whitson is now working for the School District and would like a few minutes at the beginning of the Annexation meeting to speak regarding the School District’s concerns.

Attorney Smith coached the Commission on the process necessary when reviewing annexation process.

9. Commission Comments

a. Commission comments, including reports from meetings attended.

Mayor King is looking forward to the meeting on the 17th so the public can receive factual information.

Commission Belhumeur: Asked the Commission fill out the City Manager’s Evaluation thoughtfully and with specifics.

Disappointed the Pier Timeline is starting later than anticipated.

Street sweeping: He was wondering why it is limited to the CRA and was hoping the area could be expanded. Mr. Martin clarified that it will be expanded.

Former Johnny D’s Code Enforcement issues: Attorney Smith reported they will be going before the magistrate at the next hearing.

Oversight on sand fencing progressing beyond the City limits: Mr. Martin reported FDOT gave the contractor incorrect information and the City will not be charged for the error.

Reported the wash out on A1A and N. 7th Street: He felt there was more responsiveness in the past.

Commissioner Belhumeur requested updates on the following issues:

Decorative lights: Mr. Martin reported they were delivered this week and the contractor is coming out for them to be installed.

Land Development Code: Ms. McClenning will have it before you by the end of November.

Cameras in Veterans Park: Mr. Martin reported they will be installed by the end of this month.

Pier Drawings: Mr. Martin will ask Mr. Perdomo to send the 90% drawings but clarified these are the structural engineering plans.

Commissioner Sherman: Spoke of silt fencing coming out of the work sites. He strongly urged the ordinance be enforced.

A resident on S. 19th was trimming back the right of ways because there is not a good sight line to the stop sign. He hoped in this next fiscal year staff will have a schedule to address those areas where the right-of-way is overgrown.

Commissioner Mealy: Attended the Investment Committee. She was impressed with the new Finance Director.

She thanked the Knights of Columbus for putting on a wonderful 911 Memorial. She asked for input for the FLC Policy Committee.

Commissioner Cooley: Thanked the County Tourism Department for highlighting the “Hang 8” event for the Florida Tourism Awards and sent congratulations on receiving 1st place.

Chairman Spradley: Spoke of his Saturday meetings in his office and noted the public is invited. There is now a satellite meeting for residents on the south end of town wondering why areas of the City are treated differently regarding beach renourishment. He has secured members of the County and FDOT to attend the second meeting and is working on getting a member of the Army Corps to participate.

- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

The following residents came forward to give his suggestions: Greg Sullivan and Steve Dalley.

Attorney Smith clarified the meeting on Tuesday is the first reading for all of the ordinances regarding the annexation. He summarized the State’s role in the annexation and the reason for the bulk of paper work necessary.

10. Adjournment: Motion by Commissioner Belhumeur adjourn the meeting 8:50 p.m.

Scott Spradley, Chairman

Penny Overstreet, City Clerk



CITY COMMISSION SPECIAL MEETING MINUTES

Tuesday, September 17, 2024 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

Present: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, City Planner Lupita McClenning and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Vice-Chair Sherman led the pledge.

Chair Spradley reviewed the process of tonight’s meeting. Commissioner Sherman asked Attorney Smith to explain the review process and how there are a number of hearings. Commissioner Sherman suggested holding a workshop for the public. Commissioner Cooley asked about the timing of the approval process. Attorney Smith responded the Land Use Ordinance requires a 30-day review period by the Department of Community Affairs in Tallahassee. Commissioner Cooley expressed concern that this hearing is an approval. Attorney Smith advised it is not an approval of the final documents, this is first reading and amendments can be made/negotiated. Commissioner Mealy inquired about previous agreements. Attorney Smith advised when we get to the Zoning ordinance attached to it is the Master Plan Development Agreement, it is an amended and restated agreement. The former agreement had areas that were not determined. In this agreement those areas are determined. Commissioner Belhumeur spoke of the number of emails expressing opinions that the documents were too much to review in the time period allotted. Commissioner Belhumeur stated this process has been going on for a while, and he wants the public to be aware this is not something we just started. These documents have been available to the public and on the website since late last month.

William Whitson, on behalf of the Flagler County School District, spoke about School Concurrency. The process is outlined in the Interlocal Agreement (ILA). There is a working group that includes City staff and the Policy Oversight Committee includes two Commissioners (Mealy and Sherman). Mr. Whitson stated he is coming forward and offering assistance if needed, to get through the process. He advised one of the terms of the ILA is to have an ex-officio member on the Planning & Architectural Review Board, he requested the meeting notices be copied to him. Mr. Whitson advised the next Oversight Committee meeting is scheduled next June.

Flagler County Attorney Al Hadeed requested the City take over management and maintenance of the portion of John Anderson that is in the annexation area. Sean Moylan, Deputy County Attorney, advised this could be done with a simple Interlocal Agreement.

Attorney Smith requested the Officials disclose their ex-parte communications: Commissioners Belhumeur, Sherman, Spradley, Mealy and Cooley disclosed their communications with the developer, City staff, residents, and the Developers legal counsel, and all affirmed the conversations were for the perspective to obtain a rounded understanding of the project, and that they would be able to make an unbiased decision.

Lupita McClenning, City Planner reviewed a presentation which included. Mrs. McClenning recommended the following amendments to the Master Plan Development Agreement (MPA), in addition to any

considerations the Commission may have.

- Include existing buffers along Bulow Creek of 75’ and the Swamp.
- Include existing buffer of 25’ min and 50’ average along John Anderson Highway.
- Include that the City reviews site plans, preliminary plats, and final plats in accordance with Section 6 of the Land Development Regulations.
- Include small-scale (or large scale) land use amendments shall be submitted in accordance with state regulations.
- Include development is not exempt from Land Development Regulations for Section 4 (Environmental & Resource Protection) and Section 7 (Signage).
- State that improvements prescribed in the Transportation Impact Study be included to minimize impacts to existing road infrastructure.
- Veranda Bay consider utilizing the City’s Design Guidelines.
- Veranda Bay consider designating areas for short-term rentals.
- Veranda Bay utilize best practices for prescribed burning including tools provided by DEP and FL Agriculture and Consumer Services for wind direction and burn size to indicate potential smoke plume direction and density.

Mr. Belshe and his counsel Attorney Michael Chiumento reviewed Power Point Presentations on the Veranda Bay/Summertown Development and Voluntary Annexation. Attorney Chiumento advised of amendments and concessions made since the Planning and Architectural Review Board Hearing which included.

- 25” minimum 75” average on buffer the western side of the property that abuts the County Property, and as it abuts Bulow Creek it would be a 75” foot buffer.
- No private wells will be permitted.
- The Community Development District (CDD) will drill a master well for landscaping for use until the re-use water lines are installed and operational.
- The trigger for construction of the spine road will occur when the 600th Single Family Residential home is issued a building permit.
- The development will occur consistently with the availability of water and sewer.
- Working with Staff on the burn regulations.

The Commission posed questions related to the development which included. The breakdown of the residential units: 975 single family homes, 1,132 condo units, town homes and apartments totaling 2,785 units, opposition to burning as there are alternatives, addition of a city park open to the public, relocation of the fire station site, due to response times, the spine road, density appropriate to the Comprehensive Plan, and water and wastewater demand and capacity.

Chair Spradley recessed the meeting at 7:22 p.m.

Chair Spradley resumed the meeting at 7:40 p.m.

3. Public Hearings

- a. Ordinance 2024-17, an Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the Corporate Area and City Limits of the City of Flagler Beach; providing for the annexation of approximately 899.09 acres of property described in Exhibit “A” to this Ordinance and lying in the areas proximate to the existing City Limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of Corporate/City Limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on ad valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date - first reading. Attorney Smith read the title of the ordinance into the record. A review of the Annexation agreement ensued and included discussion

on the following. Page 5 and 6: Developers commitment to 40% open space at the request of the City, in response the developer is requesting a waiver of the tree ordinance for Pine Trees. Attorney Smith advised the tree protection code allows for a waiver, and does not require replacement of those trees in the footprint of a building, as a compromise, to do a tree survey of those specimen trees that should be preserved the true specimen trees such as oaks. The Commission questioned a portion of the agreement that states "Future phase not required to comply with stormwater management plan." Planner McClenning responded the developer would be responsible for their own system if its private, any and all will be permitted by St. Johns River Water Management District (SJRWMD), and the water will be retained on the property. Page 6, Item I. Fee waivers: Commissioner Cooley asked Mr. Belshe to explain the statement "that we ask that the city participate in fees". Mr. Belshe responded most of these fees have already been paid; i.e., Annex application, Comprehensive Plan/Future Land Use amendment, rezoning request, Comp Plan amendment, Rezoning, and the Master Plan application fees.

Page 7 M: Mr. Belshe asked for statement about special event triggers. Attorney Smith advised adding a new sentence "Nothing provided herein shall exempt the developer of the special events code."

Page 8 Section E: The Commission inquired about the homes already permitted by Flagler County Building Department. Attorney Smith advised they have entitlements they received from the County, we cannot take them away, if they have permits issued by the County, going forward they would come to the City for the inspections and for regulatory control.

Page 10: Section 13. Attorney Smith requested removal of the indemnification clause.

Attorney Smith requested the addition of Witness address blocks at the end of the document.

An inquiry about the buffer was made to the Planner. Mrs. McClenning responded it is okay, it just needs to be translated in the pre-annexation agreement and incorporated into the Master Plan Development Agreement. Al Hadeed, Flagler County Attorney stated the County has reached an agreement with the developer on the buffers. Average has to be 75' buffer to Bulow Creek but in some areas, it will be 25' feet, some areas it would be larger than 75' feet to maintain the 75' foot average.

Chair Spradley opened the public hearing. Jessica Hathaway, Pam Hathaway and Caleb Hathaway spoke in opposition to the density proposed. Paul Mykytka inquired if the developments other roadways will be the responsibility of Flagler Beach as well "the spine road", and added they should not be excluded from our tree requirements. Ken Bryan concerned about paving and ability to maintain. Vicki Martin and Dave Dell spoke in opposition to the annexation. Chair Spradley closed the public hearing.

Sean Moylan, Deputy County Attorney: reiterated, the County Administrator added incentive that the boat ramp area dedicated to County would be dedicated to the City if the City takes John Anderson in the development area.

Chair Spradley requested Attorney Chiumento to respond to the comments: All roads inside the community will be developed and maintained by the CCD. The spine road will be dedicated to the city but the developer will maintain the landscaping. Flagler Beach code allows stormwater ponds to be counted as open space, those ponds will be privately maintained but ultimate outflow will be to Bulow and the Intracoastal. Commissioner Cooley asked the applicant if there was a way to reduce the dwelling unit count. Mr. Belshe responded this plan, and the number of units is financially feasible, we believe we can build a tastefully done development.

Motion by Commissioner Belhumeur that we approve Ordinance 2024-17. Commissioner Sherman seconded the motion. Discussion ensued; the Commission reached a consensus to schedule a Town Hall/ Workshop on September 24th at 5:30 p.m. The motion carried four to one, with Commissioner Cooley voting no.

The agenda moved to Item 3 c.

- b. Ordinance 2024-18, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - first reading. Attorney Smith read the title of the Ordinance into the record. The officials reviewed items of concern with the Planner, the following were discussion items. Retaining the hardwood heritage trees that are not in a building footprint. Concern with the size of the monument signs. Short term rentals following our code and permitted in Commercial areas only. The buffer areas, will the trees that are there now be retained or will they be removed and replanted. No open burning should be permitted. Will there be any public parks on the west side of John Anderson Hwy.? Will there be bulkheads or seawalls on the Intracoastal. What is their definition of a dry slip? Request for a City public park in the project. Require three (3) shade trees vs. two (2), increase the accessory use set back to five (5) feet. Why the request to be exempt from the marina regulations in the Land Development Regulations? Lower boundary fence to six (6) feet in height. Request for no fee for reuse water, and placement of "guardrails"/minimum description of the intended landscaping.

Motion by Commissioner Belhumeur to table Ordinance 2024-18 to the September 26, Regular Meeting, beginning at 5:30 p.m. and the public hearings to begin at 6:00 p.m. or soon thereafter. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 3 D.

- c. Ordinance 2024-19, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - first reading. Attorney Smith read the title of the Ordinance into the record. The officials reviewed items of concern with the Planner, the following were discussion items. Construction responsibility for recommended turn lanes on John Anderson Hwy. Attorney Smith responded development driven impacts are the developer's responsibility. Archeological Site evaluation, what has been done. Mr. Belshe responded; it was relocated to the conservation area. Chair Spradley opened the public hearing. Matt Hathaway suggested the workshop geared towards public comments. Pam Hathaway asked for the information to be on the website. Paul Matykta felt the development should be held to our standards. Chair Spradley closed the public hearing.

Motion by Commissioner Mealy that we approve Ordinance 2024-19. Commissioner Belhumeur seconded the motion. The motion carried four to one, with Commissioner Cooley voting no.

The agenda moved to Item 3 B.

- d. Ordinance 2024-20, an Ordinance by the City of Flagler Beach, Florida, amending the Comprehensive Plan to add a Property Rights Element; providing for conflicts, severability, and an effective date - first reading. Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2024- 20. Commissioner Mealy seconded the motion. Chair Spradley opened the public hearing. No comments were offered. Chair Spradley closed the public hearing. The motion carried unanimously, after a roll call vote.

- e. **Adjournment.** Commissioner Mealy put forth a motion to adjourn the meeting at 9:51 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk



CITY COMMISSION WORKSHOP MEETING MINUTES

Tuesday, September 24, 2024 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

PRESENT: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, Planner Lupita McClenning, and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Vice-Chair Sherman led the pledge to the flag.
3. **Commission Comments:** Chair Spradley reviewed the purpose of the meeting is to allow the public to voice their concerns. At the end of public comments, the Commission will continue their discussion on Ordinance 2024-18, however no decision will be made tonight.
 - a. **Public comments regarding the Voluntary Annexation of approximately 899 acres abutting John Anderson Highway:** The following members of the public voiced concerns, opposition, and support in regards to the development. John Noble, Linda Birch, Les Evans, Ken Bryan, Sharron Aiello, Matt Hathaway, Sandra Schultheiss, Brian Ridnour, Anita Williams, Irwin Connelly, Heather Laforte, Silvio DiGregorio, Barbara Revels, Elizabeth Hathaway, Brenda Connelly, Sandra Nietubic, Caleb Hathaway, Steve Dalley, Pam Hathaway, Rick Alford, Rose Brogan, Ken Mack, Vickie Martin, Jennifer Groves, Melanie Thompson, Conner Stone, Therese Seufer, Darryl Reynolds, and Judy Kravitz. Chair Spradley closed public comments.
 - b. **Commission comments and concerns related to the Master Planned Development Agreement:** The Commission expressed their dissatisfaction with the applicant’s failure to provide the red-lined amendments to the Master Plan Development Agreement (exhibit to Ordinance 2024-18). Commissioner Mealy expressed she is not willing to make any decisions until it is available and she has had time to review and digest it. Commissioner Cooley suggested the expansion of the Commercial area as there are not a lot of commercial amenities to improve on the quality of life for the residents. He additionally suggested expansion of the conservation/preservation areas, either adopt that zoning or make it a city park such as Riverwalk Park in Palm Coast, stating this is an opportunity to preserve the area. Reduce the residential units. Commissioner Cooley stated he is in favor of the project, he feels it needs to be tweaked to fit our community. Commissioner Belhumeur expressed a desire to have the development create a public park for all residents not just the development. Commissioner Belhumeur requested the developer save as many of the old hard wood trees as possible. Commissioner Belhumeur also would not be willing to decide until the redlined agreement has been delivered and they have had reasonable time to review. Mayor King asked about the previously posed questions to the developer, asking if staff would have a response. Attorney Smith advised he has documented those questions but he cannot answer them, only the Developer can. Mayor King expressed her concern regarding an archeological report and the Army Corps of Engineers , which had recommended that a portion of the West side property a 62½ by 25-meter parcel be preserved for National Historic Reasons, she hopes that it could be made into a park for preservation. Chair Spradley added twenty-nine of you spoke this evening and seventeen of you mentioned Bulow Creek so he will work to have those concerns along

with the others mentioned tonight addressed. This is the beginning of the process, of seeing if there can be a product agreeable to the Developer and the Commission that's beneficial to Flagler Beach.

Ken Belshe, Applicant, stated in order to make the commercial property financially viable there has to be rooftops. Mr. Belshe spoke of the difficulty to make a viable development with 40% open space and no buildings over the 35' height limit. He stated they will not burn, willing to put it in writing. Mr. Belshe stated he does not own any land along Bulow Creek, the land donated to the County abuts the creek, plus they have the additional 75' average buffer.

Commissioner Spradley thanked everyone for their participation.

- 4. **Adjournment:** Commissioner Belhumeur to adjourn the meeting at 7:38 p.m.

Scott Spradley, Chairman

Attest:

Penny Overstreet, City Clerk



CITY COMMISSION SPECIAL MEETING MINUTES

Thursday, September 26, 2024 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

Present: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Manager Dale L. Martin, Assistant Finance Director Rhonda Allen and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Sherman led the pledge to the Flag.
3. **Public Hearings**
 - a. Resolution 2024-50, a resolution by the City Commission of the City of Flagler Beach, Florida levying the Ad Valorem Property Tax Millage Rate for the municipal purposes on all taxable property within the City for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, stating the millage to be levied is 5.4500 in Flagler County and 5.4500 is the rate to be levied for Volusia County; and providing an effective date – final reading: City Manager Martin read the title of the resolution into the record. Chair Spradley opened the Public Hearing. No comments were offered. Chair Spradley closed the Public Hearing. Motion by Commissioner Mealy to approve Resolution 2024-50. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Belhumeur voting no.
 - b. Resolution 2024-51, a resolution by the City Commission of the City of Flagler Beach, Florida, adopting budgets for the General Fund, Utility Fund, Sanitation Fund, Stormwater Fund, CRA Fund, Pier Enterprise Fund, and Building Code Inspection Fund for the fiscal year 2024-25 fixing appropriations therein; proposing expenditures there under; and determining the amount of money to be raised by taxation and providing an effective date hereof - final reading. City Manager Martin read the title of the resolution into the record. Chair Spradley opened the Public Hearing. No comments were offered. Chair Spradley closed the Public Hearing. Motion by Commissioner Sherman to approve Resolution 2024-51. Commissioner Mealy seconded the motion. The motion carried four to one, with Commissioner Belhumeur voting no.
4. **Adjournment:** Commissioner Mealy put forth a motion to adjourn the meeting at 5:35 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk

EMERGENCY MEETING OF THE FLAGLER BEACH CITY COMMISSION, MONDAY, OCTOBER 7, 2024, 5:00 P.M. IN THE COMMISSION CHAMBERS AT 105 SOUTH SECOND STREET, FLAGLER BEACH, FLORIDA 32136

MINUTES

PRESENT: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur and Eric Cooley, City Manager Dale L. Martin and City Clerk Penny Overstreet.

ABSENT: Commissioner Jane Mealy, City Attorney D. Andrew Smith, III.

1. Call the meeting to order: Chair Spradley called the meeting to order at 5:00 p.m.
2. RESOLUTION 2024-58 A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DECLARING A STATE OF EMERGENCY, AND ENACTING THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Mr. Martin read the title of the resolution into the record. Chair Spradley opened public comments. No comments were offered. Chair Spradley closed comments. Motion by Commissioner Belhumeur to approve Resolution 2024-58. Commissioner Sherman seconded the motion. The motion carried four to zero, after a roll call vote.
3. A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, REQUESTING THE FLAGLER COUNTY SHERIFF MANAGE THE SR 100 BRIDGE OPERATIONS, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE: Mr. Martin read the title of the resolution into the record. Chair Spradley opened public comments. No comments were offered. Chair Spradley closed comments. Motion by Commissioner Belhumeur to approve Resolution 2024-59. Commissioner Sherman seconded the motion. The motion carried four to zero, after a roll call vote.

Chair Spradley opened public comments. Tracey Hennessy Callahan asked would the Sheriff also man the bridge if closed. Mr. Martin responded we have personnel, not necessarily sworn officers, we have people that can man the bridge, and the Sheriff has commented he would assist as well.

Tracey Hennessy Callahan, President Flagler Strong, reported the sand is gone, more is expected tomorrow morning, set

Commissioner Cooley suggested the postponement of Thursdays Meeting. Motion by Commissioner Belhumeur postpone our next meeting to October 24th. Discussion ensued. Commissioner Belhumeur amended his motion to October 17th at 5:30 p.m. Commissioner Sherman seconded the amended motion. The motion carried four to zero.

4. Adjournment: Commissioner Belhumeur put forth a motion to adjourn the meeting at 5:18 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk



STAFF REPORT

Meeting Name

Meeting Date

To: Mayor & City Commission

From: Dale L. Martin, City Manager

Date: October 4, 2024

Item Name: Resolution 2024-24. A Resolution by the City of Flagler Beach, Florida, approving easement agreements between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purposes of leasing the infrastructure, providing for conflict and effective date.

Background: At the April 25, 2024, City Commission Regular Meeting the City Commission first considered the proposal from DCB Orchid, DBA as DC Blox to provide easements for the purpose of subsea cable landing infrastructure and bored underground conduits to be either a Commercial lease or Indefeasible Right of Use. This easement agreement is only for the S. 6th Street landing site and right-of-way for placement of the landing cable and related infrastructure.

Fiscal Impact: DCB Orchid will pay \$600,000 at the time of permitting for the cables. An additional \$250,000 will be paid to the City at the time of permitting for each of up to three more cables.

Staff Recommendation: Staff recommends that the City Commission approve Resolution 2024-24.

Attachment: Resolution 2024-24

RESOLUTION 2024-24

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING EASEMENT AGREEMENTS BETWEEN THE CITY OF FLAGLER BEACH AND DCB ORCHID TO CONSTRUCT INFRASTRUCTURE WITHIN THE CITY OF FLAGLER BEACH AND UTILIZE THE ASSOCIATED PROPERTY FOR THE PURPOSES OF LEASING THE INFRASTRUCTURE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to engage with DCB Orchid to construct state of the art communications infrastructure; and

WHEREAS, the easements are necessary to construct the infrastructure within our municipal limits.

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

SECTION 1. The Flagler Beach City Commission authorizes the Mayor to endorse the easements after review and approval by the City Attorney, which will be attached to the resolution as Exhibit "A", and will reflect the locations in the material supplied to the Commission while reviewing and approving this resolution.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, FL 32801

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, by and between the CITY OF FLAGLER BEACH, FLORIDA, a municipal corporation of the State of Florida (the “**Grantor**”), and DCB Orchid, LLC, a Delaware limited liability company (the “**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**parties**”, and separately as the “**party**”).

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain real property located in Flagler County, Florida, Parcel ID #s 12-12-31-4500-00730-0340 and 12-12-31-4500-00120-0020, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Grantor Property”); and

WHEREAS, Grantee is the developer of that certain project to be a multi-tenant and multi-cable subsea cable landing station (“CLS”) located within the City of Palm Coast and intends to construct a subsea cable landing infrastructure (“Outfall”), consisting of ocean ground beds (“OGB”), bored underground conduits and infrastructure within the City of Flagler Beach (the “Project”), utilizing the Property for the purposes of leasing its conduits and associated infrastructure, either by a Commercial Lease or Indefeasible Right of Use (“IRU”), as Grantee in its sole judgment, may deem necessary or appropriate for the provision of services; and

WHEREAS, Grantor desires to grant Grantee, and Grantee desires to obtain from Grantor, certain temporary and exclusive thirty-five (35) year easements on and over the Property, subject to the terms and conditions of this Agreement, for purposes of surveying, developing, constructing, installing, placing, reconstructing, replacing, altering, monitoring, maintaining, repairing, and operating a subsea cable landing site required for the Project.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid by the parties, the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. **Grant of Easements.** Subject to the terms, conditions, and limitations set forth herein, the Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements:

a. **Exclusive Easement.** An exclusive, transferable and assignable easement (the “Easement”) upon, over, under, within, through and across, and right to use, those certain portions of Grantor’s Property being more particularly shown in Exhibit “B” (the “Easement Area”), for the purposes of (i) providing pipes, lines, systems, facilities and related equipment, and upgrades for the delivery of the fiber optic infrastructure and service to Grantee’s CLS to be a landing station for optical communication cables as part of the Project and (ii) providing power to the cables to regenerate the optical signal including without limitation: the right of Grantee, its successors, assigns, contractors, subcontractors, agents and permittees to lay, construct, locate, install, use, operate, maintain, inspect, repair, tie into, connect to, relocate and replace such fiber optic service cables, lines, systems, metering and regulating stations and facilities with necessary valves, meters, fittings, service lines, controls, devices, equipment and other usual appurtenances and improvements (collectively, “Improvements”) upon, over, under, within, through and across the Easement Area as are customary and reasonably necessary for the purpose of delivering such Improvements to Grantee’s CLS which might now or hereafter be installed within the Easement Area by Grantee, those using the Easement Area or any other Persons. Nothing herein shall be construed to limit Grantor or the public’s use of the surface area of the Property. The Parties acknowledge and agree that, as of the Effective Date, the surface area of the Property is currently used for public parking. The Easement and use thereof shall not impede or impair the public’s use or Grantor’s normal use of the Property. Grantee shall have the on-going right to construct and maintain the Improvements which may impact Grantor’s temporary use of the Property. The Easement shall remain in full force and effect until the earlier of: (i) August 22, 2059, or (ii) six (6) months after the Project ceases operations by written notice from Grantee to Grantor, unless earlier terminated in accordance with Section 3.

b. **Temporary Construction Easement.** Grantor further hereby grants to Grantee a temporary, non-exclusive easement (the “Temporary Construction Easement”) upon, over and across the Easement Area for the purposes of constructing and completing the Improvements. The Temporary Construction Easement shall expire without the need for further documentation upon the earlier to occur of (i) the date the Improvements are completed, (ii) the date which is eighteen (18) months following commencement of the Improvements.

3. **Payment for Easement.** As compensation for the Easements and interests granted in this Agreement, Grantee shall pay Grantor a one-time fee of \$200,000 per cable. An advance payment in the amount of \$600,000 for the first three cables (the “Advance Payment”) shall be paid within 90 days after Grantee receives the permits from the Florida Department of Environmental Protection (“FDEP”) and the United States Army Corp of Engineers (“USACE”), which are required to construct the Outfall. Grantee shall pay Grantor a fee of \$250,000 for each additional cable within 90 days after Grantee’s receipt of each respective permit authorizing Grantee to land each cable within the Easement Area. In the event Grantee has not made the Advance Payment to Grantor on or before December 31, 2027, this Agreement shall automatically

terminate and be of no further force and effect, unless such termination is waived by the Parties in writing.

4. **Construction Easement Specific Terms and Conditions.**

a. Advance Payment/Permits. Before commencing any construction or installation, Grantee shall cause the Advance Payment to be made to Grantor, and Grantee shall have obtained all required permits for the construction, installation, use, and operation of the Improvements including, but not limited to, the FDEP and USACE permits. Grantee shall furnish detailed plans of the work and other information required by Grantor and shall pay all required fees prior to issuance of said permits in accordance with the rates in effect at the time of the payment. Grantee shall comply with all terms and conditions of said permits. Nothing herein shall be construed as a waiver or agreement to alter Grantor’s municipal approval processes undertaken in Grantor’s capacity as a municipality.

b. Requirements. No construction or installation of the Improvements may commence until all required bonds, letters of credit, certificates of insurance, and other instruments required by this Agreement have been filed with, accepted, and approved by Grantor, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

c. Barricades and Signs. During the course of construction on the Property, Grantee shall cause suitable barricades, warning signs, signals, and other measures to be erected, placed, and used to safeguard members of the general public, to adequately give notice, protection and warning of the existence of the actual conditions present so as to prevent injury or damage to any Person, vehicle, or property by reason of the construction work being conducted on the Property, and shall comply with all federal, state, and local laws and regulations.

d. Restoration.

i. Grantee shall not open, disturb, or obstruct any more of the Property than is reasonably necessary and shall not allow any portion of the Property so disturbed or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. After the construction and installation of any portion the Improvements is completed, Grantee shall, at its cost, repair and return the Property to a condition to a minimum of the same or similar condition existing before the start of the construction and installation. Grantee shall be responsible for any damage to street pavements, existing utilities, curbs, gutters, sand dunes, vegetation, landscaping, grounds, walkways, sidewalks and any other structures or improvements on the Property due to Grantee’s construction and installation of the Improvements (the “Damaged Property”), and shall repair, replace, and restore in-kind, the said Damaged Property at its sole expense within thirty (30) days after the construction and installation is completed, subject to extension as provided in the Agreement . If Grantee fails to repair, replace, and restore said Damaged Property to the reasonable satisfaction of Grantor, after thirty (30) days’ written notice given by Grantor to Grantee, Grantor may cause such necessary repairs to be made.

All out-of-pocket costs incurred by Grantor, as well as reasonable, direct charges for Grantor's employee labor and use of Grantor's equipment, shall be charged against Grantee and payable within ten (10) business days or may be collected by exercising the right to draw on letters of credit. Grantor may collect such costs, and any expenses and reasonable attorney fees incurred in collecting such costs, as debts owed to Grantor, by bringing action in any court of competent jurisdiction or in any manner allowed by law.

ii. If weather or other conditions do not permit the complete restoration required by this Agreement, Grantee shall temporarily restore the Damaged Property to the reasonable satisfaction of Grantor. Such temporary restoration shall be at Grantee's sole expense and Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

5. **Easement Locations.**

a. **As-Built Plans.** Grantee shall maintain and regularly update an accurate map of Grantee's Improvements. Within one-hundred eighty (180) days after completion of the construction and installation of the Improvements, Grantee shall provide Grantor with "as-built" drawings and an accurate map or maps showing the location of the Improvements, and any other facilities requested by Grantor to be included on the maps. Such as-built drawings and maps shall be drawn to scale, and shall include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD. Grantee shall supply and specify the location of all of its underground facilities by depth, line, grade and proximity to other facilities. Grantee shall, upon request, provide updated maps annually, or when any change in the location of any of the Improvements has occurred. If no changes have occurred since the last update provided by Grantee, an update shall not be required.

b. **Repair, Maintenance and Additional Installations.**

i. Grantee shall construct, install, and maintain the Improvements in a good and safe manner, and in a manner that complies with all applicable federal, state, and local requirements, laws, ordinances, and regulations. Grantee shall at all times employ a standard of care consistent with good commercial practices and shall use industry standard methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public. Grantee acknowledges and agrees it is responsible for the work of all its subcontractors or others performing work on Grantee's behalf.

ii. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify Grantor before commencing such repair or emergency work. Grantee shall perform the unexpected or emergency repair in the manner that causes the least interference with the use of the surface of the Property by Grantor or the public. Such unexpected or emergency repairs shall be completed and the site returned to its former condition in accordance with the Agreement, in a commercially reasonable manner.

iii. Grantee shall have the right to post signs at the Property to safeguard members of the general public, and prevent injury or damage to any Person, vehicle or other property by reason of the presence of the Improvements under the surface of the Property, including, but not limited to, signs specifying a maximum capacity or weight. Such signage must comply with the requirements of the City of Flagler Beach Code, including the requirements for approval of the same.

iv. If Subsea cables are not installed in some of the conduits during the term of the Construction Easement, Grantee may install Subsea cables in the empty conduits during the term of this Agreement.

1. Grantee shall provide Grantor with a schedule of its proposed installation activities before commencing any such activities.

2. Grantee shall communicate with Grantor to coordinate such installation, repair, or maintenance.

3. All installation, maintenance, and repair locations, activities, and schedules shall be coordinated with Grantor's designee to minimize public inconvenience, disruption, or damages. Grantee shall submit a written installation, repair, or maintenance schedule at least thirty (30) working days before commencing any such activities. Said schedule shall identify the portions of the surface of the Property that will be disturbed or that will need to be used in connection with the installation. Grantee shall further notify Grantor not less than five (5) working days in advance of such installation, maintenance, or repair. Grantee shall comply with all applicable provisions set forth in in the Agreement regarding barricades and signage, regarding repair and restoration of the Property after construction, installation, maintenance, or repair work.

v. Grantor and its agents, assigns, and successors agree that the Grantee shall not be liable for any maintenance work whatsoever to the surface of the Easement Areas except for any manhole covers installed, any damage or changes to the surface caused by the existence of Grantee's Improvements, or if the Grantee performs excavation within the Easement Areas in order to effectuate maintenance or repair of the Improvements or in order to install additional Subsea cables within the Conduits. All other maintenance of the surface of the Easement Areas shall be done by the Grantor or its designee, and the Grantee shall have no duty or liability to perform any routine maintenance work to the surface of the Easement Areas other than that work which arises out of maintaining, repairing, or installing the Improvements.

vi. Grantor agrees to cooperate and work with Grantee to find an acceptable location for the OGBs.

c. Improvements Before and After Termination.

i. Any and all Improvements installed on the Property by Grantee at any time during the term of any of the Easements granted in this Agreement shall, until the termination or expiration of the Easement, be and remain the property solely of Grantee or its successors or assigns. Grantor may not, and may not permit any other Person to, access, and use or damage any of the Improvements or Easement. Notwithstanding the foregoing, it shall be the responsibility of Grantee to ensure any manhole covers are securely locked at all times.

ii. Upon the termination or expiration of the Easement, at the option of Grantor, Grantee shall remove the Improvements as directed by Grantor. Any Improvements left in place shall become the property of Grantor. If Grantor directs Grantee to remove all or part of the Improvements and Grantee fails to do so within one hundred eighty (180) days after the date of written notice by Grantor, then Grantor may cause such Improvements to be removed, without further notice.

6. **Maintenance and Repair of Easement Areas.** Grantee agrees, at Grantee's sole cost and expense, to utilize and control the Easement Area and all improvements constructed or installed by or on behalf of Grantee and located on or in the Easement Area for the purposes set forth herein during the construction period. Grantor shall bear the cost of any maintenance or repair that is necessitated by the acts or omissions of Grantor and its respective partners, members, officers, managers, directors, agents, or employees during the construction period. Grantee shall return Grantor Property to a similar state as the Grantor Property was in prior to the construction. Grantor agrees to maintain Grantor's property thereafter in such a manner as to not disturb or interfere with Grantee's easement rights and Grantor shall be responsible for the repairs and maintenance of any structures or improvements within the Easement area. This shall include not placing permanent structures within the Easement area or planting trees/shrubs with extensive root systems.

7. **Insurance.** Grantee shall procure and at all times maintain comprehensive public liability and property damage insurance, with companies authorized to do business in the State of Florida, against claims for personal injury, death, or property damage occurring upon the Grantor Property, including the Easement Areas, arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee, of any rights under this Agreement, with minimum coverage of \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence and worker's compensation insurance as required by applicable law (and employer's liability insurance). All such insurance policies shall (i) name the Grantor (or the then owner of all or a portion of the Grantor Property) as an additional insured, (ii) provide that it cannot be cancelled without at least thirty (30) days prior written notice being given to the Grantor, and (iii) be primary, and not contributory, as to any insurance coverage maintained by the Grantor. Grantee shall upon request provide evidence of such insurance to the Grantor.

8. **Indemnification.** Grantee agrees to indemnify, defend, and hold the Grantor and its respective partners, members, officers, managers, directors, agents, and employees (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, causes of

action, suits, proceeding, claims, demands, damages, surcharges, liabilities, fines, penalties, judgments, costs, and expenses whatsoever (including, without limitation, reasonable paralegal and attorneys' fees at trial and appellate levels) to the extent arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee of any rights under this Agreement; provided, however, no such indemnification of the Indemnified Parties shall be given to the extent the foregoing arises from or is attributable to the sole negligence or willful misconduct of any of the Indemnified Parties and no such indemnification shall include indemnification of indirect, special, consequential, or punitive damages.

9. **Reservation of Rights.** Grantor reserves for itself and its successors, assigns, employees, agent, contractors, tenants, invitees, and licensees, the non-exclusive right to use, pass and repass over and upon the Conduit Easement Area. Grantor and its respective successors and assigns, further reserves the right to grant other non-exclusive easements with respect to all or a portion of the Grantor Property, which are not in conflict with the rights granted hereunder. The Grantee shall exercise its rights under this Agreement with due regard to the rights reserved by the Grantor.

10. **Enforcement.** In the event Grantor fails to maintain and repair the Easement Areas after thirty (30) days prior notice from the Grantee, then the Grantee shall have the right, but not the obligation, to maintain and repair the Easement Areas. If the Grantee takes such action, then the Grantee shall be entitled to reimbursement from the Grantor for the maintenance and repair costs incurred by the Grantee.

11. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

12. **Covenants Running with the Land.** This Agreement shall be binding upon and inure to the benefit of each party and each party's respective successors and assigns. This Agreement and the easements, rights, benefits, and obligations of the parties under this Agreement shall run with, benefit and bind, as applicable, the titles to the Grantor Property.

13. **No Third Party Beneficiaries.** Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement.

14. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any reason whatsoever.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein.

16. **Amendments.** This Agreement may be amended or modified only by a writing signed by all the parties hereto or their express assigns, which must be duly recorded in the Public Records of Flagler.

17. **Singular and Plural Usages.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

18. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **Execution in Counterparts.** This Agreement may be executed by the parties in multiple counterparts, which when taken together shall have the full force and effect of a fully executed agreement between the parties.

21. **Attorneys' Fees.** In the event that a party finds it necessary to commence an action against another party to enforce any provision of this Agreement or because of a breach by another party of any terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both administrative, trial and appellate levels, including bankruptcy and collection proceedings, without regard to whether any legal proceedings are prosecuted to judgment.

22. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) three (3) days after depositing with the United States Postal Service, postage prepaid, registered or certified mail; (ii) one day after depositing with a nationally recognized overnight courier service; or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed below or to such other address as a party may from time to time designate by written notice in accordance with this paragraph.

<p>To Grantor</p> <p>City Manager City of Flagler Beach 105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136</p> <p>With a copy to:</p> <p>City Attorney City of Flagler Beach</p>	<p>To Grantee</p> <p>DCB Orchid, LLC 1040 Crown Pointe Parkway, Suite 560 Atlanta, GA 30338 Attention: Chief Financial Officer Email: kevin.odonnell@dcblox.com</p> <p>With a copy to:</p> <p>Nelson Mullins Riley & Scarborough LLP 390 N. Orange Avenue, Suite 1400</p>
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105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136	Orlando, FL 32801 Attention: Jo O. Thacker Email: jo.thacker@nelsonmullins.com
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23. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Flagler County, Florida.

24. **Conflicts of Law.** If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

25. **Waiver of Jury Trial.** **EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, FROM ANY CLAIM ARISING HEREUNDER, OR IN ANY COURSE OF CONDUCT RELATED HERETO.**

26. **Recording.** This Agreement shall be recorded in the official records of Flagler County, Florida.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness Signature

Print Name: _____

Address: _____

Witness Signature

Print Name: _____

Address: _____

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by _____, He [] is personally known to me, or [] has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: _____

Print Name: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTEE:

Jessica P. Hults
Witness Signature

Print Name: JESSICA P. HULTS

Address: 110 BITTERNUT CIR

ROSWELL, GA 30070

[Signature]
Witness Signature

Print Name: CHP SASHORE

Address: 294. UNITY DRIVE

MARIETTA, GA 30064

By: [Signature]
KEVIN O'DONNELL
Manager

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of September, 2024, by Kevin O'Donnell, as CFO of DCB Orchid, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: Rebecca J. Gonzalez
Print Name: Rebecca J Gonzalez



EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit A

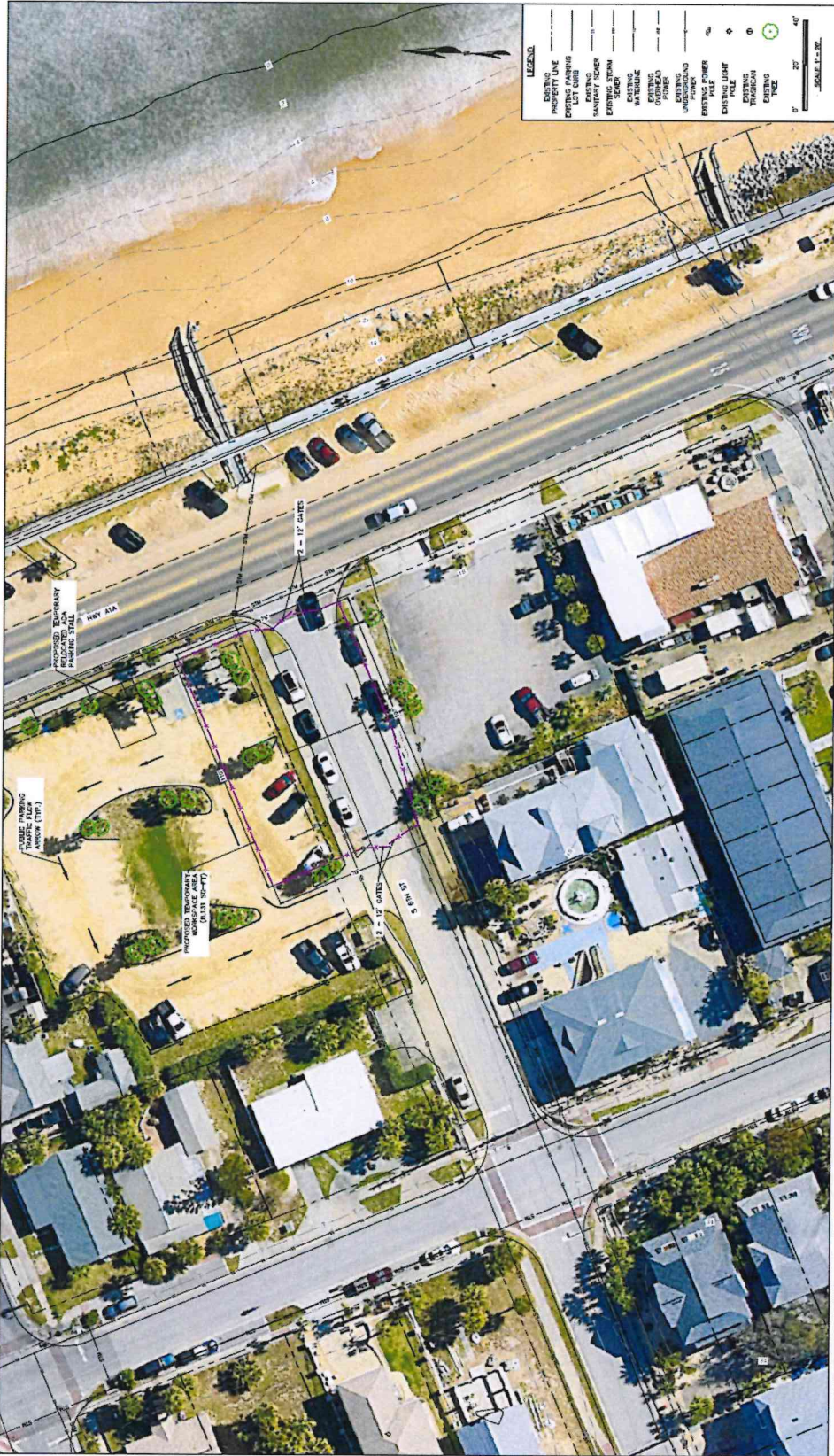
Lots 2 through 6, A RESUBDIVISION OF BLOCK 12, of MOODYS SUBDIVISION according to the map or plat thereof as Recorded in Plat Book 3, Page 29 of the Public Records of Flagler County, Florida.

Land in Government Lots 1-3, of Section 12, Township 12 South, Range 31 East, Lying Easterly of Highway A1A and Westerly of the Atlantic Ocean and lying Easterly of Lots 1, 2, 3 and 4, Block 12, Moody Subdivision, A subdivision according to the plat or map thereof described in Map Book 1, Page 24 of the public records of Flagler County, Florida, to include riparian rights in said property, being more particularly described as follows:

Bounded on the north by the northerly lot line of Lot 1, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and Bounded on the South by the Southerly lot line of Lot 4, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and bounded on the east by the mean high water line of the Atlantic Ocean and bounded on the west by the easterly boundary of the right of way of State Road A1A.

**COMPOSITE EXHIBIT B
“EASEMENT AREA”**

TEMPORARY WORK SPACE AREA



<p>DESIGNED: JNJ DRAWN: SBF CHECKED: KAK REVISIONS: JNJ DATE: 05/11/2011</p>	<p>DC BLOX INC. 6 W. BRIDGEMAN DR. ATLANTA, GA 30329</p> <p>Michael Baker International Inc. CONSULTING ENGINEERS MICKEN TOWNSHIP, PENNSYLVANIA</p>	<p>DC BLOX SUBSEA CABLE PROPOSED TEMPORARY WORKSPACE AREA 6TH ST S. LOCATION</p> <p>PLUNKER RESEARCH ENGINEERING CONSULTANTS DATE: MAY 2011 SCALE: AS SHOWN</p>	<p>SHEET 7 OF 3</p>
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4856-6389-7559



STAFF REPORT

Regular City Commission Meeting

October 10, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: October 10, 2024

Item Name: Resolution 2024-57, a Resolution by the City of Flagler Beach Approving McKim & Creed Phase II Stormwater Planning and Improvements; providing for conflict and an effective date.

Background: Background: The City Commission authorized Phase I of stormwater review and recommendations with McKim & Creed on February 22, 2024. The efforts of McKim & Creed have, in general, received positive feedback for their review, public engagement, and recommendations, which City staff is preparing to implement.

Representatives of McKim & Creed have prepared a proposal for Phase II Stormwater Planning and Improvements. Representatives of McKim & Creed will present the proposal to the City Commission for consideration.

Fiscal Impact: The FY 2024/2025 budget includes funding for Phase II Stormwater Planning and Improvements.

Staff Recommendation: Staff recommends that the City Commission approve Resolution 2024-XX

Attachment: Resolution 2024-57
McKim & Creed (Sep 12, 2024)

RESOLUTION 2024-57

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING MCKIM & CREED PHASE II STORMWATER PLANNING AND IMPROVEMENTS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach has experienced several challenges for many years related to stormwater, including tidal flooding, storm surge, and development; and,

WHEREAS, the City approved an agreement with McKim & Creed for Phase I Stormwater Review and Recommendations in February, 2024 and the study concluded in July, 2024; and,

WHEREAS, McKim & Creed has submitted a proposal for Phase II Planning and Implementation for stormwater improvements; and,

WHEREAS, funding for stormwater improvements, including Phase II, is included in the FY 2024/2025 budget;

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

SECTION 1. The City Commission approves the McKim & Creed Phase II Planning and Implementation proposal (September 12, 2024)

SECTION 2. The City Commission, advocating its priority concern for stormwater management, authorizes City Manager and other City staff to coordinate stormwater planning, implementation, and funding efforts with the assistance of McKim & Creed.

This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

September 12, 2024

Dale L. Martin, City Manager
 City of Flagler Beach
 Via Email: dmartin@cityofflaglerbeach.com

**RE: City-Wide Stormwater Master Plan – Phase 2
 Professional Services Task Order Proposal**

Dear Dale,

We are excited that the City has decided to proceed with Phase 2 of its stormwater master planning effort and are happy to present the following professional services proposal to provide related professional services. We intend for our proposal to represent a continuation of our services from Phase 1, building upon our prior existing conditions analysis to develop conceptual engineering solutions to address drainage and stormwater management challenges across the City. The table below summarizes our proposed tasks and fees for Phase 2. We estimate this phase of the overall master planning effort will require approximately 24 weeks of effort. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary**.

Task	Description	Task Fee	Fee Type
Task 1 –	Project Management	\$12,440	Lump Sum
Task 2 –	Online Project Hub	\$7,500	Lump Sum
Task 3 –	Inventory of City Parcels, ROWs, Esmts.	\$7,040	Lump Sum
Task 4 –	Definition of Assessment Priorities	\$7,020	Lump Sum
Task 5 –	Conceptual Solutions and Alternatives	\$139,000	Lump Sum
Task 6 –	Phase 2 Recommendations	\$28,260	Lump Sum
Task 7 –	Limited Survey	\$15,500	Lump Sum
Total Proposed Fee		\$216,760	Per Task

Note: Lump Sum tasks will be invoiced on a monthly basis based on percent of scope completed for that task. Direct expenses for project-related costs (e.g., travel, print shop services) are included in the stated lump sum fees and will not be submitted for separate reimbursement. The Not-to-Exceed survey task will be invoiced on an hourly basis up to the stated NTE fee based on hourly labor rates and direct project expense reimbursement (e.g., survey truck mileage).

After you have had an opportunity to review the details of our proposal, please let me know if you would like to schedule a time to discuss. We are excited to continue our work with the City and its stakeholders on this project – thank you!

Sincerely,



D. Patrick Jähle, Jr., P.E.
Project Manager

**ATTACHMENT A
SCOPE OF SERVICES SUMMARY**

Proposal No.: 241439
Project Name: City-Wide Stormwater Master Plan – Phase 2
Project Jurisdiction: City of Flagler Beach, Florida
Proposal Date: September 12, 2024

Pursuant to the terms of its Master Contract for Professional Services, dated February 22, 2024, McKim & Creed, Inc. (Consultant) is providing this scope of services to the City of Flagler Beach, Florida (City) for professional services related to Phase 2 of the City’s overall Stormwater Master Plan effort.

PROJECT UNDERSTANDING

The overall scope of this project is focused on developing a stormwater master plan for the entire limits of the City of Flagler Beach. At its January 25, 2024, Regular Meeting, the City Commission approved Resolution 2024-03, accepting the proposal from McKim & Creed to serve as the City’s Stormwater Consultant. Per the City’s original request for proposal and the response package submitted by McKim & Creed, the overall master plan effort is envisioned to progress through three general phases:

- Phase 1 – Review and Report of Current Conditions (complete)
- Phase 2 – Assessment of Possible Improvements to Mitigate Flooding (current focus)
- Phase 3 – Review, Revision, and Redevelopment of the City Stormwater Master Plan

McKim & Creed previously completed Phase 1, and presented its findings and recommendations to the City Commission on July 25, 2024. At this time, the City desires to proceed with Phase 2 based on funding programmed into its FY2025 budget, with an understanding that Phase 3 will be pursued in the future when additional funding is available. As such, our current scope and fee proposal is primarily limited to those services outlined by our initial response package as being included in Phase 2.

PROPOSED SCOPE AND FEE

Details of our proposed scope of services, fees, and deliverables associated with Phase 2 of the overall stormwater master planning effort are outlined on the following pages.

TASK 1 – PROJECT MANAGEMENT

\$12,440 Lump Sum

This task includes general project administration and management tasks such as meetings and general communication with the City, project documentation, management of proposed scope, fee, and schedule, and project invoicing.

Deliverables for this task will be the following:

- 1) Phase 2 kick-off meeting hosted on Microsoft Teams between City and Consultant to confirm objectives, schedule, milestones, etc.
- 2) Regular coordination meetings between City and Consultant, assumed to be held on a bi-weekly basis and typically hosted on Microsoft Teams.
- 3) Monthly invoicing accompanied by a project status summary memo.

TASK 2 – ONLINE PROJECT HUB

\$7,500 Lump Sum

For the purposes of continued engagement and data sharing with the general public, Consultant will continue to manage and update the ArcGIS Hub platform that was initially developed during Phase 1, expanding its presentation to include additional content and features relevant to Phase 2. (<https://info.mckimcreed.com/flaglerbeach>)

TASK 3 – INVENTORY OF CITY PARCELS, ROWs, EASEMENTS

\$7,040 Lump Sum

Consultant will create an inventory of existing parcels, rights-of-way, and easements currently under the City’s authority and available for use in stormwater management. Locations of these features will be extracted from subdivision plats and prior construction plans made available to Consultant for review. After an initial inventory is complete, Consultant will request City staff coordinate with the City Attorney to confirm what legal allowances and/or restrictions are conveyed by these features.

Deliverables for this task will be the following:

- 1) Inventory of features, provided in both GIS format (for ease of viewing and accessing records) and in PDF plan view format (depicting the locations of each feature and the source of its definition).

TASK 4 – DEFINITION OF ASSESSMENT PRIORITIES

\$7,020 Lump Sum

In that the existing drainage challenges identified in Phase 1 are so widespread across the City, it is critical that priorities be established to inform the consideration of project solutions as part of Phase 2. We anticipate using the six criteria for project scoring utilized in the City’s 2002 Master Plan as the basis of our initial definition of priorities; however, we also anticipate recommending revisions and enhancements to those scoring criteria to reflect priorities defined by the City’s current staff and leadership and our own engineering recommendations, being informed by our Phase 1 findings.

Consultant will recommend to City staff a recommended set of priorities and scoring criteria, and seek staff’s concurrence. It is assumed that City staff will facilitate review, input, and concurrence from other stakeholders (citizens, City Commission, etc.). Forming a consensus around the priorities and criteria for scoring potential projects is a critical step, such that the master plan ultimately produces projects that will be supported for design, permitting, funding, and construction by the City.

Deliverables for this task will be the following:

- 1) Project Prioritization Matrix, defining weighted criteria that will be used as the basis of scoring and ranking conceptual project solutions.

TASK 5 – CONCEPTUAL SOLUTIONS AND ALTERNATIVES **\$139,000 Lump Sum**

Building upon the analysis, modeling, and results from Phase 1 of the overall master planning effort, Consultant will consider various conceptual solutions to address the City’s existing drainage and flooding challenges. It is important to note that, as with Phase 1, this scope of work will continue to focus on drainage and flooding challenges associated with regularly occurring rainfall events and not on extraordinary weather conditions (such as tropical events) or on flooding due to storm surge in the Intercoastal Waterway.

Conceptual solutions will consider not only collection and conveyance of stormwater runoff, but also discharge rate control and water quality. To address collection and conveyance, we anticipate considering concepts such as implementation of swales, curbs and gutters, inlets, and/or pipe. To address discharge rate control and water quality, we anticipate considering concepts such as retention/detention facilities, water quality units, and static/dynamic control mechanisms. Land acquisition and/or easements that would be required to implement the various concepts will be considered as part of the analysis and scoring of those concepts.

For the conceptual alternatives that are considered, the Phase 1 Existing Conditions H&H model will be updated to reflect Proposed Conditions represented by the alternative. Simulations will be executed to demonstrate the effectiveness of the various alternatives, and opinions of probable construction cost will be developed for alternatives that are shown to be effective. Construction costs will be projected out to a future timeline of potential implementation. Conceptual plan view exhibits will be developed depicting the scope of preferred alternatives, including the limits of any required land acquisition and/or easements. Benefit-cost analyses will be developed to substantiate the value of proposed alternatives and to support resulting recommendations for their implementation.

Deliverables for this task will be the following:

- 1) Conceptual plan view exhibits depicting the scope of preferred alternatives.
- 2) Inundation maps showing the anticipated reduction of flooding based on implementation of preferred alternatives.
- 3) Opinions of cost and benefit-cost analyses for preferred alternatives.

TASK 6 – PHASE 2 RECOMMENDATIONS **\$28,260 Lump Sum**

Utilizing the definition of priorities and scoring matrix developed under Task 4, and the documented performance and benefits generated for various alternatives in Task 5, Consultant will develop recommendations for the prioritization and sequencing of implementing the preferred alternatives.

Consultant will compile its findings and recommendations into a narrative report and create an accompanying presentation to be delivered to the City Commission in a public forum.

Deliverables for this task will be the following:

- 1) Narrative summary of Consultant’s Phase 2 efforts, including critical information gathered, definition of assessment priorities, conceptual solutions that were considered, and recommendations for prioritization and sequencing of implementing

the preferred alternatives.

- 2) Presentation to City Commission of the Consultant’s Phase 2 findings and recommendations, summarized in a PowerPoint presentation or similar format.

TASK 7 – LIMITED SURVEY

\$15,500 Not-to-Exceed

If additional field-verification of existing conditions not performed in Phase 1 is required for the purposes of developing concepts and/or offering sound recommendations in Phase 2, this task includes Consultant’s collection of additional survey data. Given the uncertainty of how much effort may be required, this task is proposed as a not-to-exceed allowance such that the City will only be invoiced based on the Consultant’s level of effort ultimately required to complete the scope, billed on an hourly basis at the Consultant’s rates in effect at the time services are rendered.

There are no formal deliverables anticipated with this task. Survey field data that is collected will be processed and incorporated into the H&H model and conceptual plan view exhibits.

MILESTONES AND SCHEDULE

The following milestones and schedules are contemplated for the purposes of this proposal, and these may be refined after Notice to Proceed. Interim progress updates and deliverables will be reviewed with the City at recurring coordination meetings between milestone dates. The schedule below assumes approval of this scope and fee will be issued at the City Commission’s October 10, 2024 Regular Meeting, followed by preparation and execution of the task order and receipt of Notice to Proceed in November 2024.

- 1) Project Management..... Throughout Phase 2
- 2) Online Project Hub Throughout Phase 2
- 3) Kick-Off Meeting Within 2 weeks of NTP
- 4) Inventory of City Parcels, ROWs, Easements..... Within 4 weeks of NTP
- 5) Definition of Assessment Priorities Within 4 weeks of NTP
- 6) Conceptual Solutions and Alternatives Within 20 weeks of NTP
- 7) Phase 2 Recommendations Within 24 weeks of NTP
- 8) Limited Survey..... If/When Necessary

Overall Schedule for Phase 1 Scope of Services..... ±24 weeks
(Not including City review periods, public notice periods, or other factors outside of Consultant’s control.)

ADDITIONAL SERVICES

Services requested by the City other than those specifically listed in this Scope of Services will be considered Additional Services for which the City and Consultant will mutually agree to additional fee and time prior to the execution of the services. Alternatively, miscellaneous or additional services can be invoiced hourly under our existing Master Service Agreement with the City.



STAFF REPORT

City Commission

October 12, 2024

To: City Commission

From: Penny Overstreet, City Clerk

Date: September 03, 2024

Item Name: Application OE-24-09-01- 1112 S Ocean Shore Blvd. - Outdoor Entertainment Permit, The Cajun Beach, FloJun, 11C

Background: The PARB voted 3 to 2 to recommend approval with the following conditions: No live entertainment after 9:30 p.m. and the applicant would install a decibel meter that was not the iPhone app.

Applicant: The Cajun Beach, FloJun, 11C, 1112 S Ocean Shore Blvd., Flagler Beach, Florida 32136. The subject property is zoned General Commercial G.C. The applicant is seeking approval of an Annual Outdoor Entertainment Permit to allow amplified and non-amplified events consisting of music, spoken word and/or other forms of entertainment. Section 4-167, Review of Permit Application states, the City Commission, after receiving recommendation from the Planning and Architectural Review Board (PARB), shall approve, approve with conditions, or deny a permit for outdoor entertainment activity based on any of the following grounds:

- (1) The activity would present an adverse impact to the health, safety or welfare of the applicant, participants, public employees or members of the public and/or fails to protect the city's environment.
- (2) The activity would unreasonably inconvenience the general public.
- (3) The proposed activity is prohibited by or inconsistent with the Flagler Beach Code of Ordinances or the Flagler Beach Comprehensive Plan.
- (4) The applicant cannot meet, or is unwilling to meet, all of the requirements of this article.
- (5) The activity is proposed for a site that does not have adequate parking to accommodate the activity.
- (6) The activity is proposed for a site that is inherently hazardous to the participants or the public.
- (7) The event would have an adverse effect, and would unreasonably infringe upon, the rights of property owners within two hundred (200) feet of the property line of the subject property.
- (8) The event would conflict with another proximate event or interfere with construction or maintenance work.
- (9) The information furnished in the application is not materially complete and accurate.
- (10) The applicant has violated a provision, restriction or condition of this article or an outdoor entertainment activity permit issued to the applicant within the past and has not presented competent substantial evidence that measures to prevent future violations will be implemented at the property.

- (11)The requirements identified by the city staff to ensure public health, safety and welfare have not been met.
- (12)The comments and/or recommendations of the planning and architectural review board have not been addressed.
- (13)The proposed event or activity is prohibited by federal, state, or local regulations.
- (14)Other issues in the public interest as identified by the city commission.

In making a determination to approve a permit the PARB may recommend, or the city commission may limit the type and number of temporary structures and the duration of the activity including the hours and the number of days of the activity conducted to minimize any adverse impact caused by the activity.

Noise Complaints from previous business: It should be clearly understood, the noise complaints against the previous business cannot be used to base your recommendation on this current application, but for purposes of understanding they are included.

Fiscal Impact: N/A

Staff Recommendation: Consider the fourteen criteria and provide recommendation to approve, approve with conditions or deny. If denying cite the criteria your decision is based upon.

Attachments: Application, letter to applicant, letter to surrounding properties within 200 feet of the subject property, list of properties notification letter was mailed, aerial of site, site plan, and Noise Complaints from previous business.

OFFICE USE ONLY:

DATE REC'D 8-3-24

FEE REC'D \$ _____

INITIALS: P.O.

APPROVED

DISAPPROVED

SENT PARB

PERMIT ISSUED _____

INSTRUCTIONS:
Please print or type all information.
 The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications may delay your request. All statements made on the application are subject to verification.

City of Flagler Beach
 APPLICATION FOR
 OUTDOOR ENTERTAINMENT



105 South 2nd Street,
 Post Office Box 70
 Flagler Beach, Florida 32136
 Phone (386) 517-2000 Fax (386) 517-2008

**Please type or print legibly
 Required Information**

Business Name: The Cajun Beach FlaJun LLC

Contact Person: Patrick McKinney

Address: 1112 S. Ocean Shore Blvd.

City: Flagler Beach State: FL Zip: 32136

Work Phone: _____ Home Phone: 386-338-3430

Fax: _____ Mobile Phone: 386-344-2983

E-Mail Address: Patrick@thecajunbeach.com

What type of permit are you applying for? (check one)

Annual Permit (permit fee = \$150.00)

Per event that occurs fewer than 12 times a year (permit fee = \$75.00)
 (Please list dates and times for the events on the bottom of page 2)

One day event on Date _____ (permit fee = \$50.00)
 Start time _____ am/pm End time _____ am/pm

Will you utilize temporary structures at your event? No Yes
 If yes, attach a sketch of the site showing the location of these structure and see note below)
 (Indicate number of each)

 Stages Scaffolding Fences Other


 Tents Do any of the tents exceed 200 square feet? No Yes
Note: Special Permits are required for tents exceeding 200 square feet. Special Building permits are required for temporary structures 700 or more square feet in area and those that are four feet above grade.

Does the establishment have adequate parking? No Yes
 Attach a sketch of the site showing the location and number of current spaces. If No how do you propose to provide parking? Attach additional statement if necessary.)

PLEASE ATTACH A SITE PLAN REGARDING THE SET UP OF THE OUTDOOR ENTERTAINMENT. PLEASE ATTACH A CURRENT COPY OF YOUR LIABILITY INSURANCE TO THIS APPLICATION.

By signing below I understand:

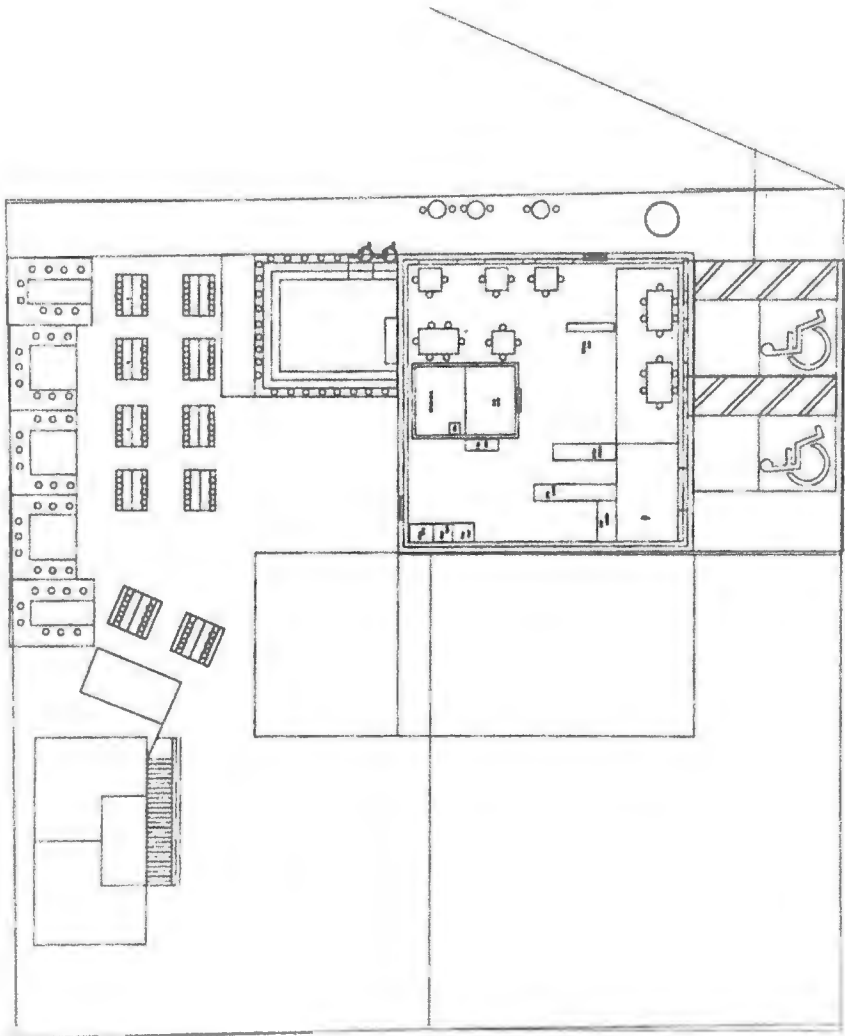
- This is an application only and does not obligate the City in any fashion to issuing a permit or approve an event.
- I have included my application fee and understand that my application will not be processed without the application fee.
- In no case shall the City's Noise Ordinance be violated.
- The City Commission may reasonably limit the type and number of temporary structures and the duration of the activity including the hours and the number of days of the activity conducted.
- The event(s) may not be held until a permit is received.

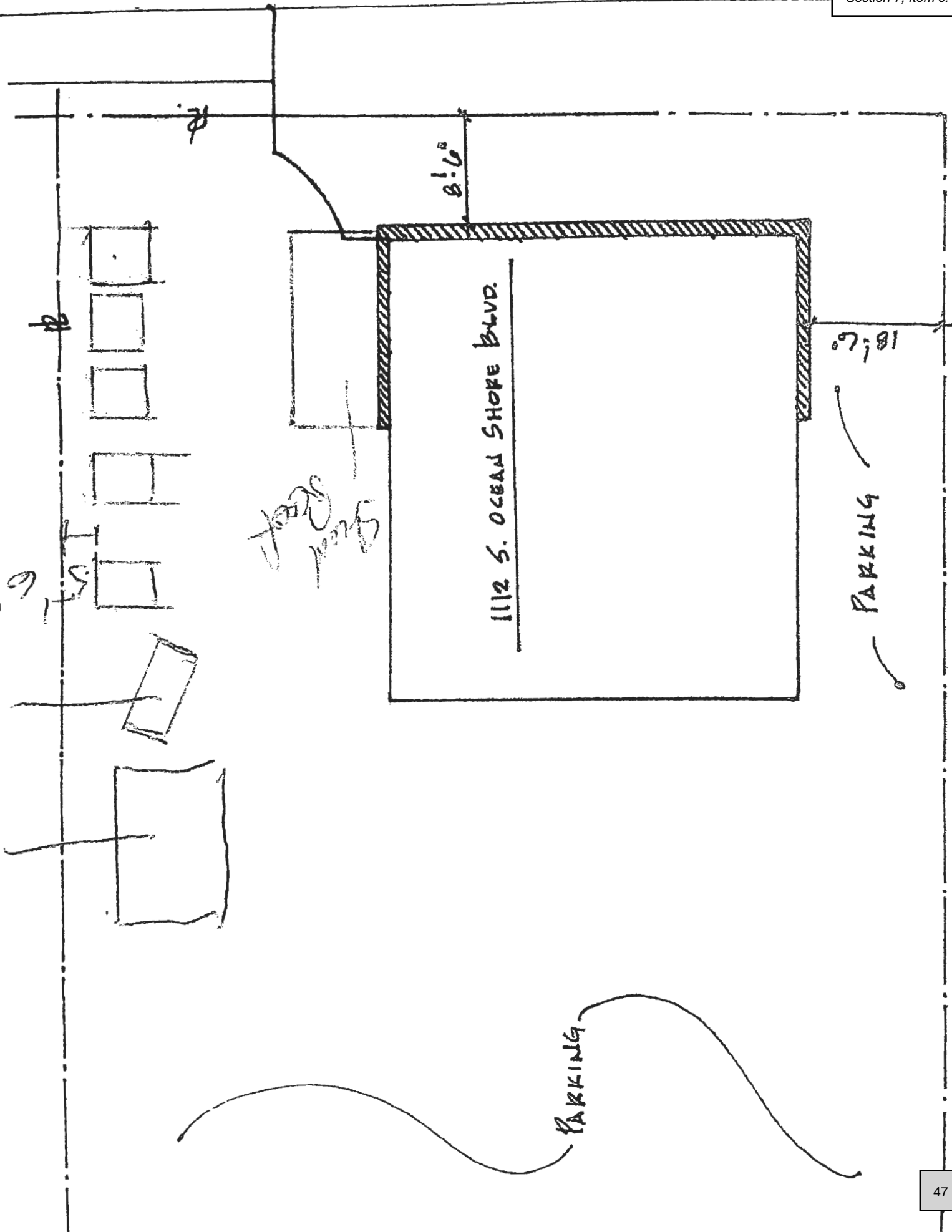
Signature of Applicant  Date 8/2/2024

Title of Applicant owner

Affiliation owner

1. Date _____	Start time _____ am\pm	End time _____ am\pm
2. Date _____	Start time _____ am\pm	End time _____ am\pm
3. Date _____	Start time _____ am\pm	End time _____ am\pm
4. Date _____	Start time _____ am\pm	End time _____ am\pm
5. Date _____	Start time _____ am\pm	End time _____ am\pm
6. Date _____	Start time _____ am\pm	End time _____ am\pm
7. Date _____	Start time _____ am\pm	End time _____ am\pm
8. Date _____	Start time _____ am\pm	End time _____ am\pm
9. Date _____	Start time _____ am\pm	End time _____ am\pm
10. Date _____	Start time _____ am\pm	End time _____ am\pm
11. Date _____	Start time _____ am\pm	End time _____ am\pm
12. Date _____	Start time _____ am\pm	End time _____ am\pm







City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32126

Phone (386) 517-2000 • Fax (386) 517-2008

August 15, 2023

Patrick McKinney
1112 S. Ocean Shore Boulevard
Flagler Beach, Florida 32136

RE: Outdoor Entertainment Application

Dear Mr. McKinney

This letter is to advise you the Planning and Architectural Review Board will hear your request for an Outdoor Entertainment Permit on September 3, 2024 at 5:30 p.m. The City Commission will hear the Planning Board’s recommendation and the final decision will be made at their September 12, 2024 meeting, which begins at 5:30 p.m. I have enclosed a copy of the letter that has been mailed to the businesses and residents within 200 feet of your location. Should you have concerns or questions please contact me at poverstreet@cityofflaglerbeach.com or 386-517-2000 ext. 233.

Sincerely,

A handwritten signature in blue ink, appearing to read "Penny Overstreet", is written over a faint, light blue circular watermark or background.

Penny Overstreet
City Clerk

CC: Lupita McClenning, Planner
Planning & Architectural Review Board
Elected Officials
Dale L. Martin, City Manager



City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32126

Phone (386) 517-2000 • Fax (386) 517-2008

August 20, 2024

RE: Outdoor Entertainment Permit Application Review

Dear Sir or Madam:

The purpose of this letter is to advise you, the City is in receipt of a request from “The Cajun Beach FloJun, LLC”, located at 1112 S. Ocean Shore Blvd., requesting an Annual Outdoor Entertainment Permit. Per Ordinance 2010-02 the office of the City Clerk is required to notify property owners in a two-hundred-foot radius of the subject property of the meeting dates and times the request will be reviewed by the Planning & Architectural Review Board and the date the City Commission will have final review. The Planning & Architectural Review Board will review the request on September 3, 2024; meeting begins at 5:30 p.m. The request will be before the City Commission for consideration on September 12, 2024; meeting begins at 5:30 p.m. The intent of this notice is to provide to you the opportunity to appear at the meeting(s) to voice your concerns or approval of the requested activity. Should you have any questions please contact the Planning & Zoning Office at 386-517-2000 ext. 231 or the City Clerk’s Office at 386-517-2000 ext. 233 if you wish to view the application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Penny Overstreet", is written over a light blue rectangular background.

Penny Overstreet
City Clerk

- CC: Dale L. Martin, City Manager
- Lupita McClenning, Planner
- Elected Officials
- PARB Members
- Patrick McKinney, Applicant

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Date created: 8/20/2024
Last Data Uploaded: 8/20/2024 8:28:25 AM

Developed by  Schneider
GEO SPATIAL

A1A OCEANSHORE LLC
5 ST ANDREW COURT
PALM COAST, FL 32164

ANNIS BETTY H
2826 MONDAUI DR
ROCKLEDGE, FL 32955

BACK SHARON M
TRUSTEE
PO BOX 1375
FLAGLER BEACH, FL 32136

BCC PROPERTIES LLC
PO BOX 418
FLAGLER BEACH, FL 32136

BURBRINK LYNDA BAND
JOSEPH R BURBRINK JTWROS
PO BOX 695
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH
PO BOX 70
FLAGLER BEACH, FL 32136

EGGERT IRIS CLAXTON
LIFE ESTATE C/O LIZ RUBEIS
2563 SW 87TH DR STE 10
GAINESVILLE, FL 32608

EZRIN ALVIN & DENISE ANNE CORNWA
1203 S CENTRAL AVENUE
FLAGLER BEACH, FL 32136

GOLDEN MAGNOLIA MARINE INC
1272 PALM COAST PKWY SW
PALM COAST, FL 32137

HARRELL MICHELLE & REBECCA
LYNNE JUSTICE & KRISTINA FOSTER TI
106 BARRINGTON COURT
FLETCHER, NC 28732

HODOVANCE DEREK
& HEATHER RAE H&W
112 S 11TH STREET
FLAGLER BEACH, FL 32136

JAI HANUMAAN LLC
1224 S OCEANSHORE BLVD
FLAGLER BEACH, FL 32136

MONTGOMERY CALVIN & BRENDA K
LIFE ESTATE
12499 OLIVE TRAIL
PLYMOUTH, IN 46563

OCEANSIDE COTTAGES LLC
1204 S OCEANSHORE BLVD
FLAGLER BEACH, FL 32136

SEAGROVE BEACH INVESTMENTS LLC
2574 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
108 12TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
109 11TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
109 12TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1104 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1109 S CENTRAL AVE
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
111 12TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1112 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1115 CENTRAL AVE S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
112 11TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
113 11TH ST S
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1201 S CENTRAL AVE
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1203 S CENTRAL AVE
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1204 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

CURRENT RESIDENT
1224 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136



Incident Report

Print Date/Time: 07/09/2024 11:58
 Login ID: sbuttner

Flagler Beach Police Department
 ORI Number: FL0180200

Incident: 2023-00023132

Incident Date/Time: 10/19/2023 3:34:46 PM
 Location: 1112 S OCEAN SHORE BLVD
 Flagler Beach FL 32136
 Phone Number: (386)864-2199
 Report Required: No
 Prior Hazards: No
 LE Case Number:

Incident Type: Noise Complaint
 Venue: Flagler Beach
 Source: Phone
 Priority: Code 1
 Status: Investigate
 Nature of Call:

Unit/Personnel

Unit	Personnel
BE11	7069-Jones
BE12	7073-Sylvester

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	GARANITT, MAXIN		(386)864-2199			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
Unit: BE11		
Disposition	Count	Date/Time
AT9	1	10/19/2023 16:42
Unit: BE12		
Disposition	Count	Date/Time
AT1	1	10/19/2023 16:31

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Incident Number: 2023-00023132. ORI: FL0180200.

CAD Narrative

10/19/2023 : 16:42:36 kjones Narrative: did not respond

10/19/2023 : 16:30:55 tsylvester Narrative: Upon arrival the music was not loud what so ever. I could barely hear it from the side walk over the motorcycles and passing traffic. I was unable to get a clear reading on the DB reader due to the traffic. the meter kept spiking up to 95 and then down to 73. Unable to make a determination of the business is in violation or not. Axon

10/19/2023 : 15:35:27 flagso\teddy Narrative: AND ITS JUST TOO LOUD NOW

10/19/2023 : 15:35:23 flagso\teddy Narrative: THERE WAS AN AGREEMENT WITH RP AND THE CAJON CRAB

10/19/2023 : 15:35:13 flagso\teddy Narrative: AND THEY ARE LOOSING GUESTS BECAUSE OF IT

10/19/2023 : 15:35:04 flagso\teddy Narrative: HAS NEIGHBORS THAT PLAY MUSIC VERY LOUD

10/19/2023 : 15:34:58 flagso\teddy Narrative: RP IS OWNER OF GOLDEN MAGNOLIA RESORT

Cajun
(AKA Jimmy's
Hang 10)



Incident Report

Print Date/Time: 07/09/2024 11:57
Login ID: sbuttner

Flagler Beach Police Department
ORI Number: FL0180200

Incident: 2023-00023263

Incident Date/Time:	10/21/2023 4:21:44 PM	Incident Type:	Noise Complaint
Location:	113 11TH ST S Flagler Beach FL 32136	Venue:	Flagler Beach
Phone Number:	(574)780-3931	Source:	Phone
Report Required:	No	Priority:	Code 1
Prior Hazards:	No	Status:	Investigate
LE Case Number:		Nature of Call:	

Unit/Personnel

Unit	Personnel
BE11	7085-Coffman
BE20	7064-Yelvington

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	MONTGOMERY, BRENDA		(574)780-3931			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
Unit: BE11		
Disposition	Count	Date/Time
AT1	1	10/21/2023 16:56
Unit: BE20		
Disposition	Count	Date/Time
AT9	1	10/21/2023 16:46

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Incident Number: 2023-00023263, ORI: FL0180200.

CAD Narrative

10/21/2023 : 16:44:44 ayelvington Narrative: LEFT A VOICEMAIL FOR THE OWNER ADVISING HER OF THE NOISE COMPLAINT.

10/21/2023 : 16:24:52 flagso\lsantos Narrative: RP WOULD LIKE CONTACT WITH RESPONDING OFFICER

10/21/2023 : 16:24:46 flagso\lsantos Narrative: RP WANTS LEO TO GO OUT AND READ WITH A DECIMAL READER AND GIVE THEM A CITATION

10/21/2023 : 16:24:14 flagso\lsantos Narrative: STATES THAT HER HUSBAND IS NOT FEELING WELL AND SHE CAN NOT HAVE THIS

10/21/2023 : 16:23:55 flagso\lsantos Narrative: FROM THE NEW RESTAURANT

10/21/2023 : 16:23:36 flagso\lsantos Narrative: LOUD MUSIC

~~577~~
Cajun Rest



Incident Report

Print Date/Time: 07/09/2024 11:56
Login ID: sbuttner

Flagler Beach Police Department
ORI Number: FL0180200

Incident: 2023-00023313

Incident Date/Time:	10/22/2023 6:02:43 PM	Incident Type:	Noise Complaint
Location:	113 11TH ST S Flagler Beach FL 32136	Venue:	Flagler Beach
Phone Number:	(574)780-3931	Source:	Phone
Report Required:	No	Priority:	Code 1
Prior Hazards:	No	Status:	Investigate
LE Case Number:		Nature of Call:	

Unit/Personnel

Unit	Personnel
BE21	7055-Guerrero

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	MONTGOMERY, BRENDA		(574)780-3931			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
Unit: BE21		
Disposition	Count	Date/Time
AT1	1	10/22/2023 18:51

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Incident Number: 2023-00023313. ORI: FL0180200.

CAD Narrative

10/22/2023 : 18:49:23 mguerrero Narrative: Upon receiving the noise complaint call, I attempted to locate the meter reader within the department. Unfortunately, the meter reader is within the Sgts office under lock and key. I made contact with the reporting party and listen to her complaints in reference to the music. I advised her about the meter reader not being available for the evening, however, the music had already seized prior to my arrival. I advised RP that I could make contact with the establishment to possibly curb any further issues for the evening.

When making contact at the establishment they appeared to be already of why I was present, possibly by my mere presence. However, they stated that the neighbors have called on them multiple times and they have not done anything wrong, that they are considering filling a harassment report. I requested that they lower the music to curb any possible unwanted attention.

10/22/2023 : 18:12:59 wzuazua Narrative: RP WANTS TO KNOW IF LEO CALLED THEM AHEAD OF TIME BEFORE A METER READING SO THAT HE DOESN'T GET A CITATION

10/22/2023 : 18:12:21 wzuazua Narrative: RP CALLED BACK IN ON THE ADMIN LINE AND SAID SHE WANTS AN OFFICER TO GO TELL THEM TO TURN IT DOWN AND NOT A PHONE CALL FROM THE DEPUTY, SHE WANTS THEM TO HAVE A METER READING AND A CITATION WROTE. RP STATES SHE PAYS " \$10 THOUSAND DOLLARS IN TAXES" AND WOULD LIKE SOMETHING DONE

10/22/2023 : 18:07:15 flagso\lstanford Narrative: SHE STATED SHE CALLED THIS IN LAST NIGHT TOO BUT A READING COULDN'T BE DONE DUE TO THE MOTORCYCLES

10/22/2023 : 18:06:59 flagso\lstanford Narrative: SHE NEEDS A READING DONE/// OFFICERS CAN MAKE CONTACT WITH HER IF NEEDED

10/22/2023 : 18:03:37 flagso\lstanford Narrative: RPS HUSBAND IS SICK

10/22/2023 : 18:03:29 flagso\lstanford Narrative: RP NEEDS AN OFFICER TO COME DO THE MUSIC READING

10/22/2023 : 18:03:20 flagso\lstanford Narrative: LOUD MUSIC AT THE NEW CAJUN PLACE

Cajin
Resturant



Incident Report

Print Date/Time: 07/09/2024 11:38
Login ID: sbuttner

Flagler Beach Police Department
ORI Number: FL0180200

Incident: 2024-00004506

Incident Date/Time:	3/14/2024 9:03:07 PM	Incident Type:	Noise Complaint
Location:	1112 S OCEAN SHORE BLVD Flagler Beach FL 32136	Venue:	Flagler Beach
Phone Number:		Source:	Phone
Report Required:	No	Priority:	Code 1
Prior Hazards:	No	Status:	Investigate
LE Case Number:		Nature of Call:	

Unit/Personnel

Unit	Personnel
BE21	7082-Nobre
BE22	7086-Snyder

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	ANON					

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
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Unit: BE22

Disposition	Count	Date/Time
AT1	1	03/14/2024 21:16

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Incident Number: 2024-00004506. ORI: FL0180200.

CAD Narrative

03/14/2024 : 21:14:41 msnyder Narrative: THERE IS A WEDDING, SPOKE WITH THE PARTIES INVOLVED AND REQUESTED THE MUSIC BE TURNED DOWN, THEY AGREEG TO TURN IT DOWN. AXON UPLOADED

03/14/2024 : 21:03:23 aldrige Narrative: LOUD MUSIC COMING FROM RESTAURANT

Cajun B...
Restaurant.



Incident Report

Print Date/Time: 07/09/2024 11:30
Login ID: sbuttner

Flagler Beach Police Department
ORI Number: FL0180200

Incident: 2024-00007383

Incident Date/Time:	5/2/2024 7:03:32 PM	Incident Type:	Noise Complaint
Location:	1112 S OCEAN SHORE BLVD Flagler Beach FL 32136	Venue:	Flagler Beach
Phone Number:	(561)445-4111	Source:	Phone
Report Required:	No	Priority:	Code 1
Prior Hazards:	No	Status:	Investigate
LE Case Number:		Nature of Call:	

Unit/Personnel

Unit	Personnel
BE20	7064-Yelvington

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	WOTHERSPOON, TOM		(386)237-4991			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
Unit: BE20		
Disposition	Count	Date/Time
AT1	1	05/02/2024 19:46

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Incident Number: 2024-00007383. ORI: FL0180200.

CAD Narrative

05/02/2024 : 19:46:30 ayelvington Narrative: NO VIOLATIONS.
05/02/2024 : 19:04:56 dbrown Narrative: WANTS CONTACT
05/02/2024 : 19:04:09 dbrown Narrative: BASS TO IT
05/02/2024 : 19:04:07 dbrown Narrative: LOUD MUSIC

CITY OF FLAGLER BEACH

Post office Box 70, Flagler Beach, FL 32136

Section 7, Item c.
B253296

PROPERTY ADDRESS:

FLOJUN, LLC D/B/A THE CAJUN BEACH BOIL AND SUSI
1112 S OCEAN SHORE BLVD
FLAGLER BEACH, FL 32136

DATE ISSUED: 09/30/2024

VALID UNTIL 09/30/2025

MAIL TO:

PATRICK MCKINNEY
5 RED TOP LANE
PALM COAST, FL 32164

ISSUED FOR: Business



00063853	Transfer of Owner LBTR	\$5.51
00063853	Application Review Fee	\$60.00
00063853	Business Tax Receipt	\$55.12
00063853	Fire Safety (Renewable) New	\$50.00
	Penalty:	0.00
	Total Billed:	170.63
	Amt Paid:	170.63
	Amt Due:	\$0.00

EXPIRES ➤ Sep/30/2025

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



Incident Report

Print Date/Time: 09/27/2024 10:06
Login ID: sbuttner

Flagler Beach Police Department
ORI Number: FL0180200

Incident: 2024-00017560

Incident Date/Time:	9/20/2024 9:26:05 PM	Incident Type:	Noise Complaint
Location:	1112 S OCEAN SHORE BLVD Flagler Beach FL 32136	Venue:	Flagler Beach
Phone Number:	(561)716-7397	Source:	Phone
Report Required:	No	Priority:	Code 1
Prior Hazards:	No	Status:	Investigate
LE Case Number:		Nature of Call:	

Unit/Personnel

Unit	Personnel
BE20	7058-Bingham
BE21	7085-Coffman

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	WOTHERSPOON, BRENDA		(561)716-7397			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State
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Disposition(s)

Disposition	Count	Date/Time
Unit: BE20		
Disposition	Count	Date/Time
AT1	1	09/20/2024 21:38

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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CAD Narrative

09/20/2024 : 21:38:17 JBingham Narrative: UPON ARRIVAL NO BAND PLAYING AND STAGE WAS DARK. CONTACT WAS MADE WITH STAFF AND THEY ADVISED THEY CANNOT HAVE LIVE MUSIC UNTIL THEY GET A PERMIT. HOPING TO HAVE PERMIT BY 10-12-24. THEY DID HAVE A STEREO PLAYING AND SAID THEY WOULD TURN IT DOWN (STEREO WAS HARDLY AUDIBLE FROM ME SHOP OUTBACK. NO VIOLATION NOTED, NO POLICE ACTION NEEDED.

09/20/2024 : 21:28:03 wzuazua Narrative: RP SAID SHE DOES NOT NEED A CB BECAUSE SHE WILL BE PICKING UP THE REPORT OF THE WRITTEN CITATION WHEN IT BECOMES AVAILABLE

09/20/2024 : 21:27:06 wzuazua Narrative: RP IS REQUESTING A CITATION AND NOT JUST A CALL

09/20/2024 : 21:26:37 wzuazua Narrative: DONT HAVE A MUSIC PERMIT BUT PLAYING MUSIC BEHIND THE BAR



Case Report Summary

Print Date/Time: 09/27/2024 10:10
Login ID: sbuttner
Case Number: 2024-00014205

Flagler Beach Police Department
ORI Number: FL0180200

Case

Case Number:	2024-00014205	Incident Type:	Information
Location:	1112 S OCEAN SHORE BLVD Flagler Beach, FL 32136	Occurred From:	08/02/2024 12:30
Reporting Officer ID:	7082 - Nobre	Occurred Thru:	08/02/2024 12:30
		Disposition:	Non Criminal
		Disposition Date:	08/02/2024
		Reported Date:	08/02/2024 12:30 Friday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
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Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Other	1	MCKINNEY, PATRICK	1 WINCHESTER PL	(386)344-2983	BLACK/AFRI CAN AMERICAN	Male	07/07/1968
Other	2	REEVES, ATHENA JACQUELINE	Palm Coast, FL 32164 820 BRIGHTVIEW DR LAKE MARY, FL 32746		WHITE	Female	56 04/19/1980 44

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
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Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
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Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State
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OfficerID: SNobre, Case Narrative

Information Report

On August 2, 2024, at approximately 1230 hours, I, Sgt. Nobre, made contact with the co-owner of Cajun Boil and Sushi, Athena Reeves. I advised her that they currently do not have a **Outdoor Entertainment Permit** through the City of Flagler Beach, to have outside live music. I advised all outdoor entertainment must cease immediately. I informed her that the permit that they used to have does not transfer with the new owners, and they must apply for a new one. Reeves advised she understood and was cooperative.

Nothing further to report.

Case closed; information report.

City Manager Evaluation Score Summary

1.00-1.99 Unsatisfactory
2.00-2.99 Improvement Needed
3.00-3.99 Meets Job Standards
4.00-4.49 Exceeds Job Standard
4.5-5.00 Outstanding

Commissioner Belhumeur	3.19
Commissioner Cooley	3.51
Commissioner Mealy	3.80
Commissioner Sherman	3.57
Commissioner Spradley	4.45
Mayor King	3.37
Average Score	3.65

City of Flagler Beach City Manager Performance Evaluation

Dale Martin

Evaluation Period: 09/2023 thru 09/2024

Definition of Ratings

- 1) Unsatisfactory: Consistently does not meet the performance standard.
- 2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- 3) Meets: Performs at the performance standard.
- 4) Exceeds: Consistently meets and often exceeds the performance standard.
- 5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	26	3.7143
Weighted Score		55.714

Comments:

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	5	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	5	
Average score for this category	17	4.25
Weighted Score		42.5

Comments:

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	3	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	2	
C. Initiates programs to motivate staff.	2	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	10	2.5
Weighted Score		50
Comments:		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	2	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	12	3
Weighted Score		60
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	2	
Average score for this category	5	2.5
Weighted Score		37.5
Comments:		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	
C. Fairness and Impartiality.	4	

3	
4	
19	3.8
	38

Creativity.

Visionary.

Average score for this category

Weighted Score

Comments:

		10%
7. Intergovernmental Affairs	4	
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	14	3.5
Average score for this category		35

Weighted Score

Comments:

FINAL 3.19

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: _____ Date: _____

Evaluation Comments

1a) If the keywords are policies and programs, they typically are implemented without issue. However, if you add “projects” to that list, there have been extended delays and not much oversight. Examples: Pal Parker fence and A1A sand fence.

1b) Staff reports for commission meeting agenda items are sometimes weak if not, totally missing.

1c) Accepts direction without dispute.

1d) Has helped the commission extensively with our strategic planning.

1e) Sometimes yes, sometimes no.

1f) Keeps commissioners informed with one on one meetings and written weekly reports.

1g) Always willing to meet without notice. Often gets up and greets me at the door.

2a) Almost always projects, good temperament and appearance.

2b) Stays courteous with the public, even if sometimes they are overbearing.

2c) Typically accepts invitations from media - however, he could reach out to them more often to share our news.

2d) Always responds quickly.

3a) Has appropriately shuffled some responsibilities among the staff.

3b) Holding staff responsible for mistakes and shortcomings is weak.

3c) I would suggest the possibility of incentive programs linked to honest evaluations.

3d) Has tried to help morale by having staff gatherings/celebrations

4a) Changes were made to the budget format in areas that I had to familiarize myself with, but the end product seems realistic.

4b) Budget items have stayed on target without cost overruns.

4c) Had consensus from commission to provide mini audits of recent budgets that would have shown unrealized budget items before approving a successive budget. We never got those reports.

4d) Goals and objectives appear to be included

5a) In some ways yes – other ways no.

5b) Emails and texts often go unanswered.

6a) Initiative appears to be strong.

6b) Frequently asks for my opinion related to his developing ideas.

6c) I believe he is impartial and fair much more often than not.

6d) Room for improvement.

6e) Tries to relate ideas and decisions to the future.

City of Flagler Beach City Manager Performance Evaluation

Dale Martin

Evaluation Period: _____ thru _____

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	5	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	2	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	25	3.5714
Weighted Score		53.571

Comments:
 The best feedback and open door communication of any city manager Ive worked with. I was disappointed with the strategic planning sessions lack of goals past 1 year. There needs to be a much more robust focus on the short, mid range, and long term goals or progress will get lost with day to day operations. Please be mindful of direction and consensus items coming out of meetings so they can be acted on. Multiple things have been forgot about. Overall great gob with balancing relationships with Commissioners.

2. Public Relations		10%
A. Projects a positive public image.	5	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	5	
D. Responds to requests from the public in a timely manner.	2	
Average score for this category	16	4
Weighted Score		40

Comments:
 Great job with public image and working with the media. The only area of improvement I would suggest is respond to citizens

faster and be accessible to the public, not just the media. Many citizens have complained about 3-4 weeks to get a meeting and emails not responded to.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	2	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	2	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	10	2.5
Weighted Score		50

Comments:
 Leadership of staff is your greatest area of opportunity. This observation is based on staff accountability improvement needed and on field direction needing improvement. It is a understandable challenge getting out of office for in-person field guidance, but you must make this a priority. Multiple departments are underperforming commissions expectations based on ongoing dias comments.

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	14	3.5
Weighted Score		70

Comments:
 Good job navigating last budget cycle and above expectation job with material presented to commission. A area of improvement would be year over year budget controls. The city has had MANY consecutive years of significant budget increases and this is not sustainable. It is part of your responsibilities of learning where the opportunities are to cut and educate dept heads on better fiscal management.

5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	9	4.5
Weighted Score		67.5

Comments:
 You do a excellent job at communication! The only area of opportunity I see is ensuring commission has all needed data before meetings. There has been too many times information is being seen or read for the first time in meeting. This is a unacceptable meeting practice.

6. Personal Traits		10%
A. Initiative.	5	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	5	
Average score for this category	21	4.2
Weighted Score		42

Comments:
 You are the most visionary city manager I have worked with so far. No areas of opportunity noted.

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	2	
B. Financial resources (grants) from other agencies are pursued.	3	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	11	2.75
Weighted Score		27.5

Comments:
 Flagler Beach is still working in a silo. This must be changed. I understand there is not much municipality cooperation, but it is a top priority to be teamworking issues at a local level. I would like to see you incorporate the multi-municipality concept at the city manager level just like this body does at the elected level. Good job at directioning staff with grants and interactions with our lobbyists.

FINAL 3.51

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:
 This has been a year of growth for you and you have settled into the position well as expected. I would have liked to have seen areas that are underperforming addressed with higher sense of urgency as there seem to be many lagging concerns continuing from the start of your tenure getting brought up on repeat in meetings. Very impressed with all of your interactions and the public with the only call out being accessibility to the public via either email or in person. Looking forward to seeing how you evolve professionally this coming year as city manager of Flagler Beach!

Signature of Evaluator: _____ Date: _____

City of Flagler Beach City Manager Performance Evaluation

Name: Jane Mealy

Evaluation Period: thru September, 2024

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	4	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	3	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	24	3.4286
Weighted Score		51.429

Comments: Mr. Martin appears to favor some commissioners, those who make the loudest demands

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	3	
C. Maintains effective relations with media representatives.	4	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	14	3.5
Weighted Score		35

Comments: I've received complaints from members of the public that they didn't receive a response to their communications with Mr. Martin.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	13	3.25
Weighted Score		65
Comments: Mr. Martin appears to value senior staff more than the "everyday" workers. Holding an occasional get-together is not enough. I recently read that employees' performance improves 23% when they are recognized and 42% when they are appreciated.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	16	4
Weighted Score		80
Comments: Mr. Martin does well in this category.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	9	4.5
Weighted Score		67.5
Comments: Mr. Martin does well in this category.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	4	
Average score for this category	18	3.6
Weighted Score		36

Comments: See my comments in Section 3

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	4	
B. Financial resources (grants) from other agencies are pursued.	5	
C. Contributions to good government through regular participation.	5	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	18	4.5
Weighted Score		45

Comments: Mr. Martin leaves the work in A and D to the City's lobbyist, but does very well in B and C.

FINAL

3.80

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: Jane Mealy Date: 9/22/2024

OBSERVATIONS

- **Two things that the Manager does now that this Commission Member would like him/her to continue.**

Good communications with the media, etc.

Good budget planning and management

- **Two things the Manager does that this Commission member would like him/her to discontinue or modify.**

Pay attention to all commissioners equally

Increase acknowledgement of work done by all staff

- **Two things the Manager does not do now that this Commission member would like to see him/her do.**

Be more responsive to the public

FUTURE GOALS AND OBJECTIVES

- **Specific goals and objectives to be achieved in the next evaluation period:**

Address the above

City of Flagler Beach City Manager Performance Evaluation

Name: Dale Martin

Evaluation Period: 10/01/2023 thru 09/30/204

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	3	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	3	
Average score for this category	21	3
Weighted Score		45

Comments:

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	4	
D. Responds to requests from the public in a timely manner.	4	
Average score for this category	16	4
Weighted Score		40

Comments:

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	3	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	4	
Average score for this category	13	3.25
Weighted Score		65
Comments:		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	15	3.75
Weighted Score		75
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	5	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	9	4.5
Weighted Score		67.5
Comments:		
6. Personal Traits		10%
A. Initiative.	3	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	3	
Average score for this category	16	3.2
Weighted Score		32

Comments:

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	13	3.25
Weighted Score		32.5

Comments:

FINAL

3.57

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: _____ Date: 09/23/2024

1. **Relationship with City Commission-** Dale is readily available to speak with us and keeps us updated on city matters. Dale has done a great job keeping the City Commission in the loop on the process with the Waste Water Treatment Facility.
2. **Public Relations-** Over this past year, Dale has done an excellent job as a true professional with the public. From what I can see, he's responsive to our residents and has a good relationship with the media.
3. **Effective Leadership of Staff-** I can see that Dale is doing his due diligence with his staff. The staff here in the City of Flagler Beach has had a significant turnover in city managers. It appears that he's bringing a positive and professional culture to the city. This past year, he's made some excellent hires at the senior staff levels. Over the next year, I would like to see more accountability with his staff.
4. **Fiscal Management-** In my tenure as a City Commissioner, this is the first year I have felt the budget process was painless. I felt like we had budget documents that were easy to follow and items that came before the commission were pertinent to the city's overall mission. I would like to see more transparency on status updates on items we approved in the budget next year.
5. **Communication-** One area that I feel Dale has done exceedingly well with is communication. I believe that communication is something that the city severely lacked for years. This past year, he established a Facebook page for the City of Flagler Beach, and he provides us with weekly updates from his various departments.
6. **Personal Traits-** I have seen so far with Dale that he's fair, honest, and open. I believe his creativity is excellent. I mention his creativity because he's looking for ways to rebrand the city while incorporating its history and culture.
7. **Intergovernmental Affairs-** I can see that Dale has maintained effective communication with other governments, regularly participates with neighboring city managers and county administrators, and has lobbied for our city. I believe an area that he did exceedingly well with was securing the TDC grant. He was given the task, and he delivered it.

OBSERVATIONS

- **Two things that the Manager does now that this Commission Member would like him/her to continue.** *I do not have any specifics at this time.*

- **Two things the Manager does that this Commission member would like him/her to discontinue or modify.** *I do not have any specifics at this time.*

- **Two things the Manager does not do now that this Commission member would like to see him/her do.** *I do not have any specifics at this time.*

FUTURE GOALS AND OBJECTIVES

- **Specific goals and objectives to be achieved in the next evaluation period:**
 1. I would like to see significant beautification around the city.
 - a. Cleanliness around the CRA district
 - b. The overall appearance of our parks
 - c. Clearing right of ways

 2. Stormwater issues
 - a. Continue working with residents.
 - b. I would like to see action taken, such as short-term and long-term solutions to problems that have not been addressed for years.
 - c. I would like you to find ways to assist residents with grant programs that could help them with flooding issues at their homes.

 3. Waste Water Treatment Facility- I would like to see a timeline as to when this will be complete, and I would like to see construction at this site by September 30th, 2025.

 4. Parking- with the growth from Palm Coast and other areas of the county, I believe it is time we start charging for parking for non-residents of Flagler Beach. I would like to see proposals come before the commission this coming year.

City of Flagler Beach City Manager Performance Evaluation

Name: Scott Spradley

Evaluation Period: _____ thru _____

Definition of Ratings

- (1) Unsatisfactory: Consistently does not meet the performance standard.
- (2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- (3) Meets: Performs at the performance standard.
- (4) Exceeds: Consistently meets and often exceeds the performance standard.
- (5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	4	
B. Reporting to City Commission is timely, clear, concise and thorough.	5	
C. Accepts direction/instructions in a positive manner.	5	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	4	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	0	0
Weighted Score		0
Comments:		
<u>Pol's commitment to seek information from the commissioners and to keep us informed is exceptional.</u>		
2. Public Relations		10%
A. Projects a positive public image.	5	
B. Is courteous to the public at all times.	5	
C. Maintains effective relations with media representatives.	5	
D. Responds to requests from the public in a timely manner.	5	
Average score for this category	0	0
Weighted Score		0
Comments:		

☞ Dale is acutely aware of the importance of public relations and his role in it, which he executes at

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	5	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	5	
C. Initiates programs to motivate staff.	4	
D. Initiates programs to enhance the Flagler Beach workplace.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale's positive commitment to staff excellence is appreciated including the need to upgrade certain key positions

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has a keen eye on all fiscal matters under his watch

5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has a difficult task stepping into a community with several important but not divisive issues to handle daily. His efforts are applauded.

6. Personal Traits		10%
A. Initiative.	5	
B. Openness: Encourages participation in decision making process.	4	
C. Fairness and Impartiality.	4	

D. Creativity.	5	
E. Visionary.	5	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has excellent vision and seems committed to reaching the City's goals & objectives.

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	4	
B. Financial resources (grants) from other agencies are pursued.	5	
C. Contributions to good government through regular participation.	5	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has already nourished many local, state, regional & federal relationships with Floy's Beach. He clearly keeps this as a personal priority.

FINAL

0.00

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments: Dale joined our community at a time we are facing multiple long term challenges. Each of these challenges and projects would keep the docket filled for a City Manager regardless of capabilities. I believe Dale is doing an excellent job as task master at this critical time. With that said, results for his efforts are critically important to his going forward evaluations

Signature of Evaluator:  Date: 9/23/2024

OBSERVATIONS

- Two things that the Manager does now that this Commission Member would like him/her to continue. *improve* Efforts to improve & complete Staffing needs. Continue his long term Vision
- Two things the Manager does that this Commission member would like him/her to discontinue or modify. *⊖*
- Two things the Manager does not do now that this Commission member would like to see him/her do. *⊖*

FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:
 - ① Reach goals set forth in our April 17 Strategic Planning Meeting,
 - ② Continue to improve the character and make up of City Staff
 - ③ Continue efforts to maximize grant opportunities

9/23/2024
5pm deadline
back to us

City of Flagler Beach City Manager Performance Evaluation

Name: Dale MARTIN

Evaluation Period: July 23 thru SEPT 2024

mainly (April 2024 - Sept. 2024) after I took office

Definition of Ratings

- (1) Unsatisfactory: Consistently does not meet the performance standard.
- (2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- (3) Meets: Performs at the performance standard.
- (4) Exceeds: Consistently meets and often exceeds the performance standard.
- (5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	0	0
Weighted Score		0

Comments: I feel Dale is very effective in his role with interactions with City Commissioners / Mayor.

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	0	0
Weighted Score		0

Comments: I feel Dale projects a respected positive image of himself and our city at all times.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	4	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	0	0
Weighted Score		0
Comments: From the outside, it appears that staff appreciates the leadership that Dale is providing.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	0	0
Weighted Score		0
Comments: To date I feel that Dale's management of fiscality & budget has been well rounded, attainable and good for the city - heading in a good direction.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	0	0
Weighted Score		0
Comments: Again I feel that Dale has been ^{MORE THAN} adequate in this area. Keeping up with Friday Notes and sharing information with the public is imperative to our city with providing transparency.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	3	
D. Creativity.	3	
E. Visionary.	4	
Average score for this category	0	0
Weighted Score		0
Comments: Dale shares credit with those who have earned it - he is very much a team player - which makes for a tremendous leader.		

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	0	0
Weighted Score		0
Comments: Most Recently Dale has lead the team in bringing in a large scale Grant from Local TRC. From all appearances Dale conducts himself in a manner that affords good communication which ensures cooperation amongst many governmental agencies & offices.		

FINAL

0.00

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments: I am thrilled to have Dale Martin on the City's team. He is a true leader who is very capable of bringing our City to the greatness we all seek and believe possible.
 I enjoy working with Dale, he is optimistic and full of great ideas for our future.
 We have exciting times in our city - I look forward to seeing exactly where Dale helps us go!!!

Signature of Evaluator: *[Signature]* Date: 9/23/2024

OBSERVATIONS

- A • Two things that the Manager does now that this Commission Member would like him/her to continue.
- B • Two things the Manager does that this Commission member would like him/her to discontinue or modify.
- C • Two things the Manager does not do now that this Commission member would like to see him/her do.

FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:

A. 1 - Friday NOTES
 2 - Meetings with Comm / Mayor weekly or as needed

Bor C
 1. - HOLD city staff to doing their jobs - ie: maintenance if NOT done to specific standards then release or remove from position. All managers should be held accountable.
 2. - Ensure enforcement is occurring - whether with police dept. or code enforcement. Education can only go so far.

GOALS
 (1) Veterans PARK and CRA CLEANED UP / OUT and continuously maintained to a higher level of acceptance than currently. NO WEEDS & Better Landscaping. A PLACE we can BE PROUD OF.



STAFF REPORT

Regular City Commission Meeting

October 10, 2024

To: Mayor and City Commissioners

From: Dal L. Martin, City Manager

Date: October 04, 2024

Item Name: Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council.

Background: Annually the City submits its Legislative Priority list to Flagler County in advance of the 2025 Legislative Session. Additionally, regional priorities are submitted to the North East Florida Regional Planning Council.

The County is again asking the municipalities to form a unified legislative program for presentation to our Legislative Delegation. This agenda item includes last years submissions items.

Policy and Funding request are being considered. Please provide staff direction on submissions for the 2025 Legislative Session.

Provide staff direction on request for funding /support for projects of regional impact for the North East Florida Regional Council.

Fiscal Impact:

Staff Recommendation:

Attachments: 2024 State Legislative Program



City of Flagler Beach

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

August 25, 2023

Ms. Heidi Petito
County Administrator, Flagler County
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

Ms. Petito:

On behalf of the City of Flagler Beach City Commission, please consider the following projects as the City's Legislative Priorities:

1. *Lambert Avenue Water Main Extension.* The City of Flagler Beach maintains and operates a municipal water system. This system, which includes extraction, treatment, and distribution, supports the City's residents and businesses. A critical shortcoming of the system, though, is the lack of redundancy: only one sixteen-inch transmission main crosses (below) the Atlantic Ocean Intracoastal Waterway (AICW). Due to that sole crossing, the transmission network is not effectively "looped," especially at the north end of the City's service area east of the AICW. This systemic shortcoming puts water system users at increased risk if the sole crossing were damaged or severed or if water at the north end of the system is not adequately circulated.

The estimated cost to design an extended water main north on Lambert Avenue and then cross the AICW as a redundant service and additionally "loop" the system is approximately \$300,000. The estimated cost of construction for the extended water main is approximately \$3,000,000. The City of Flagler Beach requests an appropriation of \$1,650,000, which the City would similarly match, to design and construct the Lambert Avenue Water Main Extension.

2. *Flood Mitigation Measures for City Facilities.* Several City facilities are vulnerable to storm surge and flooding, especially those located in the vicinity of the AICW. These facilities include the Police and Fire stations; a 1,000,000-gallon water storage tank; two City Maintenance facilities, and the Library. Although a berm is currently being designed to protect this general area, additional equipment can be utilized to enhance protection in specific areas.

The estimated cost for sufficient protective measures (HydroDefense Flood Planks) is approximately \$150,000. The City requests an appropriation of \$150,000 for the purchase of an estimated twenty flood planks.

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

The Flagler Beach City Commission respectfully submits these two projects for consideration as part of the Flagler County comprehensive 2024/2025 Legislative Priorities. These projects will enhance the health, safety, and welfare of Flagler Beach residents during all phases of an emergency: preparedness, response, recovery, and mitigation.

Given the need for these projects, the City will also pursue alternative funding through federal, state, and regional agencies.

If you desire additional supporting documentation, please contact me.

Sincerely,

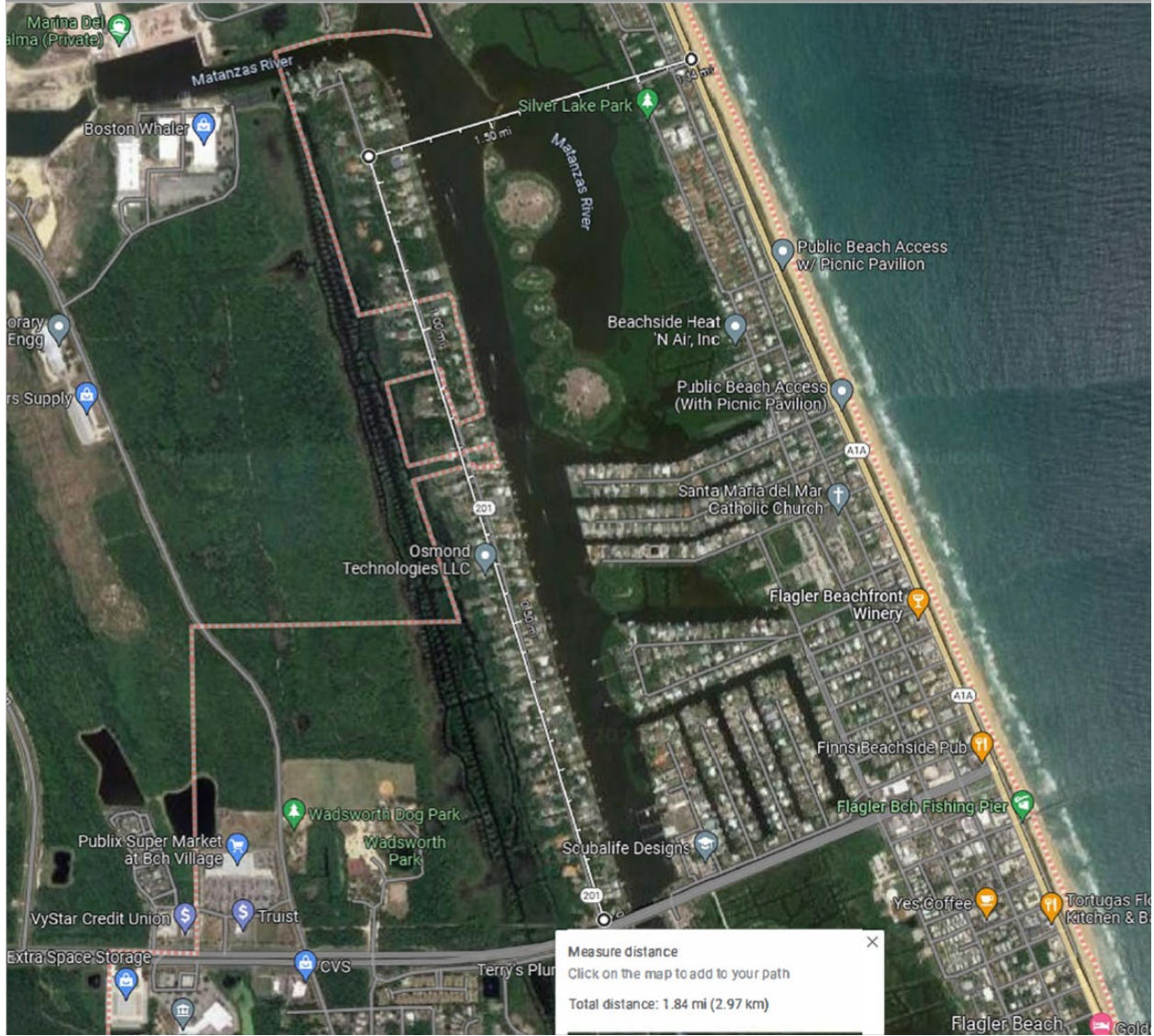


Dale L. Martin
City Manager

Cc: Flagler Beach City Commission
E. Fernandez, Anfield Consulting

Encl: Map, Lambert Avenue Water Main Extension and AICW Crossing
Cost Estimate, Water System Improvements
Cut Sheet, PS Flood Barriers HydroDefense Flood Plank

**Proposed Lambert Avenue Water Main Extension and
Atlantic Ocean Intracoastal Waterway Crossing**
(depicted in white)



**Flagler Beach Additional Storage at WTP and Redundant WM River Crossing
Order of Magnitude Project Cost Estimate
Revised 8/8/23**

Description: Project involves addition of a 1MG ground storage tank (GST) on existing water treatment plant (WTP) site. Project also involves construction of 16" water main (WM) along Lambert Avenue from SR100, then cross the Matanzas River at N 17th Street and along N. 17th Street to SRA1A

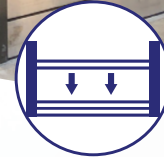
Item	Description	Est. Qty	Unit	Est. Unit Price	Est. Extended Cost
1	Mobilization	1	LS	\$ 75,000	\$ 75,000
2	MOT/Soil & Erosion Control/Etc.	1	LS	\$ 60,000	\$ 60,000
3	GST Site Prep	1	LS	\$ 90,000	\$ 90,000
4	GST Site Piping	1	LS	\$ 120,000	\$ 120,000
5	1MG GST	1	LS	\$ 1,600,000	\$ 1,600,000
6	GST Painting	1	LS	\$ 55,000	\$ 55,000
7	GST Chlorination/Activation	1	LS	\$ 25,000	\$ 25,000
8	16" WM Tie-ins	2	EA	\$ 25,000	\$ 50,000
9	16" HDPE via HDD (Upland)	6800	LF	\$ 175	\$ 1,190,000
10	16" HDPE via HDD (Subaqueous)	2400	LF	\$ 300	\$ 720,000
11	16" PVC via Open Cut	500	LF	\$ 65	\$ 32,500
12	16" Valves	10	EA	\$ 7,900	\$ 79,000
13	Fittings	1	LS	\$ 85,000	\$ 85,000
14	Restoration	1	LS	\$ 75,000	\$ 75,000
15	General Conditions	1	LS	\$ 100,000	\$ 100,000
				Subtotal	\$ 4,356,500
				20% Contingency	\$ 871,300
				15% Design/ Permitting/CEI	\$ 653,475
				Total	\$ 5,881,275

Notes:

1. Mead & Hunt does not guarantee estimate; actual costs may vary.
2. HDD costs provided by regional specialty contractor.



100% Customizable



Stackable Planks



Quick Deployment

HYDRODEFENSE® FLOOD PLANK XL (FP-535)

FOR FLOOD PROTECTION ON LARGE OPENINGS, THE BEST DEFENSE IS HYDRODEFENSE®

The HydroDefense® Flood Plank XL (FP-535) from PS Flood Barriers™ is the most dependable way to protect large openings like driveways, loading docks, storefronts, retaining walls and full building perimeters from the advance of flood water. Specifically engineered to protect extra-large openings, the HydroDefense system is custom built using our proprietary flood planks, also known as stop logs, to address your distinct flood vulnerabilities. The HydroDefense Flood Plank XL is stored away from your opening, providing the perfect solution when you need protection in place only at the time of flooding.

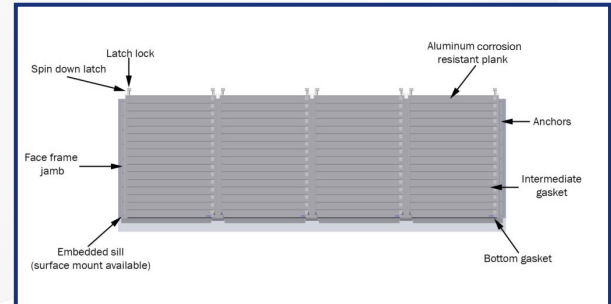
EASY DEPLOYMENT

- No sealant required on planks during deployment – watertight protection that deploys quickly without mess or dry time
- Identical flood planks of symmetrical shape allow for quick assembly because planks fit either way
- Easy-grip construction makes part handling simpler and safer
- Fewer pieces to track mean less stress during assembly
- Easy-to-replace seal can be changed in the field in minutes



KEEPS WATER OUTSIDE WHERE IT BELONGS

- Rugged extruded-aluminum planks and durable gaskets are tested to withstand the rigors and unpredictable nature of flooding
- Components are engineered to integrate together to form a structural watertight wall
- Rugged T-Lock seal is mechanically locked in place



CUSTOMIZABLE, ADJUSTABLE AND SAFE – HYDRODEFENSE MAKES MORE SENSE

- 100% customizable to meet virtually any building or large area opening requirements
- Unique spin-down latches enable walls to be set up with varying heights (instead of all or nothing)
- Lockable spin-down latches allow the deployed barrier to lock in place
- Affordable replacement seals make it easier to keep a well-maintained flood solution

Ask About Our Other Flood Barriers For Large Openings:



Self-closing Flood Barrier



Vertical Lift Flood Barrier



Sliding Flood Barrier

STANDARD TECHNICAL DATA

MATERIAL:

- **Flood Planks and Frame:** 6000 series aluminum alloy
- **Seal:** UV Resistant EPDM (High-grade material)
- **Installation:** To be installed to structural walls, typically concrete or masonry
- **Floor Surface:** Seals to existing floor surface or optional embedded steel sill
- **Mullions:** Removable mullions create a sectional barrier of any length

HARDWARE:

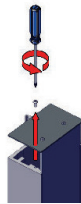
- Spin-down compression latches with security locking

PERFORMANCE RATING:

- Tested to the American National Standard for Flood Abatement Equipment, ANSI/FM 2510 2014, section 4.3.3, for water protection up to 12 feet

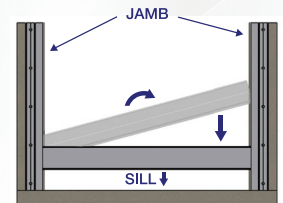
DEPLOYMENT INSTRUCTIONS:

Step 1. Remove cover assembly from jambs and spray jamb seals with a water-soap mixture.



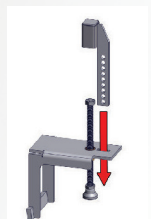
Step 2. Install the plank that is labeled “Bottom Plank” first. This plank is unique and the gaskets have been factory sealed to ensure a watertight junction with the sill.

- Place one corner of the bottom plank into the jamb.
- Angle the opposite end of the plank upward until it clears the opposite jamb.
- Slide the plank into the jamb, taking care to not tear the jamb gasket.
- Level plank and slide down.
- Center the plank between the jambs and ensure that the plank fully overlaps both jamb gaskets.



Step 3. Install the intermediate planks in the same manner as the bottom plank, ensuring that each plank is fully seated onto the plank below. If this is not achieved, lift and re-seat the plank on the plank below before continuing.

Step 4. Install latching, making certain to tighten both latch sides evenly to compress planks uniformly. Tighten latch bolts to a torque of 100 in.-lb. To ensure that the gaskets are compressed uniformly, measure from the floor to the top plank on both ends. These dimensions are required to be within 1/4" of each other. Use of supplied latch-lock is optional but recommended in locations where tampering of the HydroDefense™ Flood Plank Wall System is prevalent.



2024 STATE LEGISLATIVE PROGRAM

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



This document represents Flagler County's legislative program for the 2024 Session. While these priorities are intended to guide the County's advocacy efforts in Tallahassee, the list is not exhaustive, and issues may arise or evolve that will require Board attention.

Flagler County is truly appreciative of the great working relationship we enjoy with our state legislative delegation and are thankful for their continued attention to the needs and interests of our residents and businesses. This year, Flagler County will continue intentionally improving our public health and safety, behavioral health, infrastructure, and community resiliency. We have collaborated with our municipal partners to provide a unified agenda to represent the needs of all Flagler County citizens and we welcome your partnership in our vision for 2024.

As such, we offer this legislative agenda for your consideration, with the full knowledge that the 2024 session will have many fiscal challenges in setting priorities while fulfilling State obligations.

Flagler County Board of County Commissioners



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Left to right: Commissioner **Andy Dance**, District 1; Commissioner **Gregory Hansen**, District 2; Commissioner **David Sullivan**, District 3; Commissioner **Leann Pennington**, District 4; and Commissioner **Donald O'Brien Jr.**, District 5

VISION

To make Flagler County a vibrant and prosperous community with a focus on exceptional quality of life.

MISSION

The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

County Administration

Heidi Petito, County Administrator
Jorge Salinas, Deputy County Administrator
Holly Albanese, Chief of Special Projects/ Library Director

Memberships in Legislative Alliances



PRIORITIES

SUPPORT funding requests for critical recovery actions as a result of Hurricane Ian and Hurricane Nicole impacts.

SUPPORT funding in areas of high priority to include Effective Government, Economic Vitality, Growth and Infrastructure and Public Health & Safety.

FOSTER AND SUPPORT those elements of the community that contribute to an enhanced "Way of Life" that is unique to Flagler County. This includes outdoor recreation and other leisure activities, educational attainment, land, water and wildlife conservation, beach renourishment, and protection of the coastal wetlands and our farming industry.

SUPPORT economic vitality including the use of creative policies and marketing efforts to ensure Flagler County remains a world-class community for residents, visitors and businesses. These approaches will maintain the viability of employment corridors, encourage smart growth and diversify the tax base.

OPPOSE unexpected financial directives issued by legislators that can have a negative impact on local governments. Unfunded mandates often take money away from programs intended to support or improve the quality of life of our citizens.

SUPPORT effective government through transparency and collaboration. Good governance requires that decisions are made and implemented using legitimate (legal), transparent, participatory, responsive and equitable processes to achieve effective policies that will protect Flagler County.

OBJECTIVES

Focus on issues that will have the highest impact and foster collaborative relationships with local municipalities and private partners in promoting legislative support.

Work in collaboration with Florida Association of Counties (FAC), Florida City and County Management Association (FCMMA), Northeast Florida Regional Council (NEFRC), Small County Coalition (SCC) and the Florida Shore and Beach Preservation Association (FSBPA).

Flagler County's State Delegation



Senator
Travis Hutson
District 7



Speaker
Paul Renner
District 19

The ability to maintain home rule and to avoid unfunded mandates are central to Flagler County's federal and state legislative priorities and advocacy needs, as outlined below. These ideals are championed by Flagler County, its municipalities, the Florida Association of Counties (FAC) and the Florida City and County Management Association (FCCMA). Each year Flagler County works alongside FAC and the FCCMA during the State Legislative Session to help support all legislative policy statements.

HOME RULE

Home rule power is conferred to Florida counties and cities by Article VIII, Section 1(f) and 1(g) of the Florida Constitution (1968), and by section 125.01, Florida Statutes. The Flagler County Board of County Commissioners (BOCC) and its municipalities are dedicated to the preservation of this Florida constitutional principle whereby a local government can exercise powers to protect the health, safety and welfare of its citizens. Flagler County and our municipalities **SUPPORT** maintaining the integrity of home rule power, both administrative and fiscal, which allows counties/cities to develop and implement community-based solutions to local problems and **OPPOSE** any effort to preempt locally elected officials from making fiscal and public policy decisions on behalf of the citizens they represent. Basically, home rule means let the people closest to the issues decide the best solutions.



UNFUNDED MANDATES

While some mandates are justified because they achieve agreed upon policy goals, many are imposed without the consensus of local governments or without providing the resources needed for implementation. Mandates drain the financial lifeblood from local governments and impede their ability to adequately deliver fundamental services required by law.

The County and our municipalities **SUPPORT** the establishment of a deliberative process whereby elected officials evaluate the appropriate funding and the best options for the delivery of services by local, state or the federal government.



CITY OF PALM COAST

Mayor David Alfin
Denise Bevan, City Manager



CITY OF FLAGLER BEACH

Mayor Suzie Johnston
Dale Martin, City Manager



CITY OF BUNNELL

Mayor Catherine Robinson
Dr. Alvin B. Jackson, Jr., City Manager



TOWN OF BEVERLY BEACH

Mayor Stephen Emmett
Jim Ardell, Town Clerk



TOWN OF MARINELAND

Mayor Angela TenBroeck
Suzanne Dixon, Town Manager



LEGISLATIVE AGENDA DEVELOPMENT

Each year, the BOCC and staff evaluate the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues. This year we have collaborated with our local municipalities to ensure we provide a unified agenda that will support all residents and transcend all boundaries. Included herein are the substantive priorities and general issues to be pursued and supported during the 2024 State Legislative session.

LOBBYING CONTRACTS

All local governments utilize contract lobbying services at the State level to further our unified legislative goals and to secure vital appropriations. Flagler County currently contracts with *The Fiorentino Group*. The City of Palm Coast has a contract with *The Southern Group* and the City of Flagler Beach has a contract with *Anfield Consulting Group*. These firms provide a daily presence in Tallahassee and advocate for county and city legislative priorities. County and City staff coordinates regularly with the State lobbying team by phone and e-mail to strategize on key State policy, regulatory, and budget issues. In addition to calls during session, and issue tracking, lobbyists also submit monthly reports.

THE SOUTHERN GROUP

123 S Adams St.
Tallahassee, FL 32301
(850) 671-4401

THE FIORENTINO GROUP

1301 Riverplace Blvd.
Suite 1300
Jacksonville, FL 32207
(904) 358-2757

ANFIELD CONSULTING GROUP

201 W Park Ave.
Suite 100
Tallahassee, FL 32301
(866) 960-5939

KEY SESSION DATES

AUGUST 4, 2023:	Deadline for filing claim bills
JANUARY 9, 2024:	Regular Session convenes
FEBRUARY 24, 2024:	Motion to reconsider made and considered the same day. All bills are immediately certified.
FEBRUARY 27, 2024:	50th day – last day for regularly scheduled committee meetings
MARCH 8, 2024:	60th day – last day of Regular Session

Appropriations and Funding Requests

Section 7, Item e.





PUBLIC HEALTH & SAFETY



Public Health and Social Service Project

Background: The Department of Health-Flagler has outgrown its space. This has become evident over the last 10 years as new services have been initiated and existing services have expanded. New programs include comprehensive services for HIV patients, a Diabetes education and prevention program and expansion of Sexually Transmitted Disease services, WIC (Woman’s, Infant and Children) program, School Health and Pediatric Dental services, including a dental sealant program within the school district. As a result, we now have become space constrained with some programs and Health Department functions to relocate down the street to offices owned by the County and other space was leased at the County Airport to accommodate School Health, Disease Investigation and the Diabetes program. At our primary location, no spaces exists for a conference room, or storage of supplies. Office space and parking is lacking. Flagler is operating with the lowest square feet of space per employee at 244 as compared to an average of 469 square feet per Full Time Equivalent (FTE) over the past few years we have had to install several storage units along the exterior perimeter of the facility to accommodate needed additional storage needs. Additionally, we purchased three condo units to house Environmental Health and Vital Statistics.

We now have an opportunity to co-locate and create a public-private partnership with Flagler Cares and the Flagler County Village to promote the ‘No-Wrong Door’ approach to care. We embrace the advantage of being in the same building as Flagler Cares and several health and social service agencies and non-profits. Currently, organizations that comprise the Flagler County Village include Easter seals of Northeast Central Florida, Early Learning Coalition, Healthy Start, The House Next Door, Epic Behavioral Health Care, Outreach Community Care Network, Flagler Open Arms Recovery Services and more. The Health Department is closely aligned with Flagler Cares and each of the entities identified above. We refer patients to each other on a continual basis. The reality of a Flagler County Social Services building, centrally located in Palm Coast would serve as a hub for organizations with a shared commitment to creating access for vulnerable residents can co-exist for ease of referrals and accessing health, social care, behavioral health, financial and housing supports. In essence, a one stop shop solution to available care.

Requested Action: Provide funding assistance to construct a true “one-stop shop” solution for health and social service care in Flagler County.

Effect: The ability to provide wrap around and expanded services for the residents of Flagler County with a public private partnership approach.

PUBLIC HEALTH & SAFETY

Multipurpose Emergency Preparedness Project

Background: Currently Flagler County has a deficit of special needs shelter spaces, as determined by the most recent Florida Statewide Emergency Shelter Plan. This deficit is determined by the number of approved and usable special needs shelter spaces compared to the expected demand for space.



Flagler County continues to grow, with a significant portion of that growth coming from senior citizens, as it has been for decades. Flagler County's senior citizen centric growth creates a unique hurricane evacuation issue for us, as senior citizen households are more likely to need special medical needs sheltering than other segments of the population.

Coupled with our Special Medical Needs Shelter deficit, Flagler County also has a significant lack of non-school facilities that can serve as shelters for any type of emergency or disaster. Currently the only non-school shelter facilities are community centers, which are generally very small. They have limited capabilities and due to age are not built to today's building codes.

The Flagler County Fairgrounds Property, which is State owned, is a prime location with the potential to serve as a countywide disaster resources site. This location would not only benefit our entire county, but it could also support of our neighboring counties. However, for this potential to materialize, ground and facility improvements will be necessary. The site offers the perfect opportunity to:

- 1) Construct a multi-purpose facility that can serve as our primary special medical needs shelter for hurricanes, and a consolidated shelter for both post-hurricane and non-hurricane evacuations.
- 2) Improve onsite drainage and provide a hardened/elevated (flood resistant) parking surface and ingress/ egress route to/from the entrance roadway.
- 3) The roadway and parking lot should also be designed in a manner that would allow the site to appropriately handle traffic flow as a disaster point of distribution (vaccines, food, water, tarps, etc.)

When not in use as a shelter this facility would be a great replacement for Cattleman's Hall, which is a rustic metal building that lacks insulation, drywall, drop ceilings and restrooms, and its adjacent structures, would allow for year-round events that would be both culturally and economically beneficial to our community.

Requested Action: Provide funding to improve the fields and create a special needs shelter for future emergency preparedness needs.



Effect: This project will create a dedicated special needs shelter and allow us to reduce that deficit as defined by the State. This site will also act as a disaster resources site for the county and can be used to support our neighboring counties as well.

HISTORIC PRESERVATION, CULTURE & RECREATION



Preserve Historic Fire Station 22



Background: Preserving Historic Fire Station 22 in Palm Coast is essential to maintaining the city's unique identity and honoring its rich history. This historic landmark serves as a tangible link to the past, offering residents and visitors a glimpse into the early days of the community's development. By preserving this iconic structure, Palm Coast can ensure that future generations continue to appreciate the historical context and evolution of firefighting services, fostering a sense of pride and connection to the local heritage. Moreover, repurposing the building for community use, such as a museum or cultural center, would provide a valuable space for educational programs and events, promoting a deeper understanding of the area's history. In embracing its past, Palm Coast can create a legacy that enhances both its sense of place and its sense of community. This request is for state funding to accomplish required building code updates to repurpose the building for an assembly use.

Requested Action: Support funding to preserve historic Station 22 for future generations to enjoy as a cultural center.

Effect: This funding will ensure future generations continue to appreciate the historical context and evolution of firefighting services.

HISTORIC PRESERVATION, CULTURE & RECREATION



Construction of a YMCA

Background: The establishment of a YMCA in Palm Coast would usher in a plethora of advantages for the community. Firstly, a YMCA serves as a central hub for health and wellness activities, offering a diverse array of fitness programs, sports facilities, and recreational opportunities catering to individuals of all age groups. This not only promotes mental and physical well-being but also nurtures a sense of community involvement and social interaction.

Furthermore, YMCA facilities often serve as venues for educational programs, workshops, and classes, contributing significantly to personal development and lifelong learning opportunities for residents. Additionally, a YMCA can effectively address the community's need for secure and supervised after-school programs, providing children with a productive and enriching environment while their parents are at work.

Moreover, the YMCA's strong emphasis on inclusivity ensures that individuals from all backgrounds and socioeconomic statuses can readily access its services, thus promoting social cohesion and fostering equality within the community. Ultimately, the presence of a YMCA in Palm Coast would serve as an asset, enhancing the overall quality of life and contributing to the city's vibrant and health-conscious cultural landscape.

In FY23, the Volusia Flagler YMCA secured \$1,000,000 for the design of a new facility in Palm Coast, with the city having identified available public lands for the project.

Requested Action: Support funding for construction of a YMCA providing health and wellness opportunities to seniors and families.

Effect: This funding will enhance the overall quality of life by contributing to the health and wellness of our residents.



HISTORIC PRESERVATION, CULTURE & RECREATION



Restoration of the Historic Bunnell City Hall also known as the Bunnell Coquina City Hall



Background: Bunnell City Hall is in the heart of the oldest city in Flagler County. The Bunnell City Hall is a unique one-story public building constructed of locally quarried coquina stone. The building was constructed during the Depression Era of the 1930's under the auspices of the Works Progress Administration (WPA), a New Deal agency organized to alleviate unemployment. The building was placed on the National Registry of Historic Places in 2019. Some of the uses of this site are elections, board and other organizational meetings, cultural events, community outreach, summer programs for children and a place for private family events. In 2021, the City had to close the building for use due to deteriorating conditions of the building and safety concerns for occupants as validated by a building inspector. In 2022, remediation of the building was completed at costs exceeding \$100,000.00.

The City has received two awards to assist with the restoration of the facility; however, current construction costs have limited the impact of the awards and the issues that could be addressed using the funding provided. The amount of structural needs in the building and other aspects of the building requiring work plus the requirements of historical preservation, require additional funding to restore the facility to a safe and full use.

Requested Action: Provide local levels of funding in the amount of \$1,000,000.00 to reconstruct the National Registered Historic Bunnell City Hall also known as the Bunnell Coquina City Hall.

Effect: This funding will assist the City offset a large capital outlay so that a facility vital to the community for its central location and ease of access for citizens can safely be reopened to allow for the cultural, educational and enrichment of the citizens of Flagler County and adjacent counties as well.

INFRASTRUCTURE

CR 304 Resurfacing and Multiple Bridge Replacement Project



Background: County Road (CR) 304 is an asphalt-paved roadway, located in Flagler County, Florida, and is owned and maintained by Flagler County. Resurfacing of CR 304 from US-1 to SR 11 is an approximately 7.75-mile-long project consisting of paving, signing & pavement markings, stabilized shoulders, and minor stormwater management system improvements. CR 304 connects US-1 to SR 11 and then connects US-1 to SR 100 and US-17 through CR 305. As such CR 304 is a major connector to many evacuation routes and will see increased traffic with projected population growth in the future. CR 304 includes four bridge crossings spanning active waterways, each of which lies within regulated flood plains. The four bridges serving the roadway are situated at various locations along CR 304:

- **Bridge 734010** - three-barrel 12-foot by 8-foot (span by rise) bridge culvert located 8 miles south of Bunnell, FL. The crossing is 0.5 miles west of the intersection of CR 304 and SR 11.
- **Bridge 734011** - 270-foot-long bridge consisting of nine 30-foot spans located 8 miles south of Bunnell, FL. The crossing is 0.8 miles northeast of the intersection of CR 304 and SR 11.
- **Bridge 734012** - 160-ft long bridge consisting of four 40-ft spans located 8 miles south of Bunnell, FL. The crossing is 1.0 miles west of the intersection of CR 304 and SR 11.
- **Bridge 734013** - 120-ft long bridge consisting of three 40-ft spans located 8 miles south of Bunnell, FL. The crossing is 1.5 miles west of the intersection of CR 304 and SR 11.

Over time, each of these bridges has become inadequate to pass flood volumes generated by severe storm events without overtopping. When this occurs, the associated roadway becomes impassable, severely hampering regular traffic and critical evacuation and emergency service operations. In addition, continued deck exposure to the forces of storm surge reduces their useful life expectancies and drives up annual bridge and road maintenance costs. Replacing these obsolete bridges and resurfacing CR 304 remedies these circumstances and will result in a reliable roadway system for this area of the county.

Request Action: Provide funding to resurface CR 304 and replace the four bridges located on this public right-of-way.

Effect: Replacing the outdated bridges and resurfacing CR 304 promotes and facilitates a structured approach to resilience planning by strengthening existing arterial roadway networks for residents and allows businesses to operate with fewer interruptions and increased reliability. The new bridges will augment network redundancy and further enhance emergency response and recovery efforts. In addition to resiliency and emergency response this project will increase safety, mobility, economic competitiveness and improve quality of life.





INFRASTRUCTURE



General Aviation Terminal Project

Background: The Flagler Executive Airport (FIN) is one of the busiest General Aviation (GA) airports in the State of Florida and continues to experience a significant increase in the number, size, and type of aircraft operations. Daily activity on the airport's two paved runways range from the smaller single-engine training aircraft utilized by area flight schools to the largest business jet aircraft flying today. This growth has led to the need for a new General Aviation (GA) Terminal to replace the existing 3,240 sq. ft. 30-year-old structure built as a lean-to, to an existing hangar building. The new 15,529 SF GA Terminal Building will accommodate airport administrative offices, an airport operated FBO, its appurtenant facilities, public space, meeting space, and room for additional small tenants.

As a result, the project will allow the Flagler Executive Airport (FIN) to improve customer service, provide better public access and an overall safer operating environment for the public, and support local businesses. This project will provide access to improved terminal facilities for a disadvantaged population area in this economically distressed rural part of Florida. As a REDI County (Rural Economic Development Initiative, the new terminal building will increase development at the airport, which will lead to business opportunities and job creation.

Overall, expansion to the terminal is expected to improve efficiency, meet ADA requirements and provide users with more amenities and options. It will provide new offices, administration space, pilot lounge and flight planning. The building will serve the Airport Administration and the airport operated (Fixed-Based Operator) FBO. This project will enhance safety with more centralized control between the landside and airside areas and increase capacity to support aeronautical demands now and into the future.

Requested Action: Provide funding assistance to help construct a new general aviation terminal.

Effect: The funding will increase capacity, replace the aging infrastructure, achieve compliance with ADA, improve access for the historically disadvantaged populations, improve airport safety and energy efficiency and create high-value, high wage jobs.

INFRASTRUCTURE

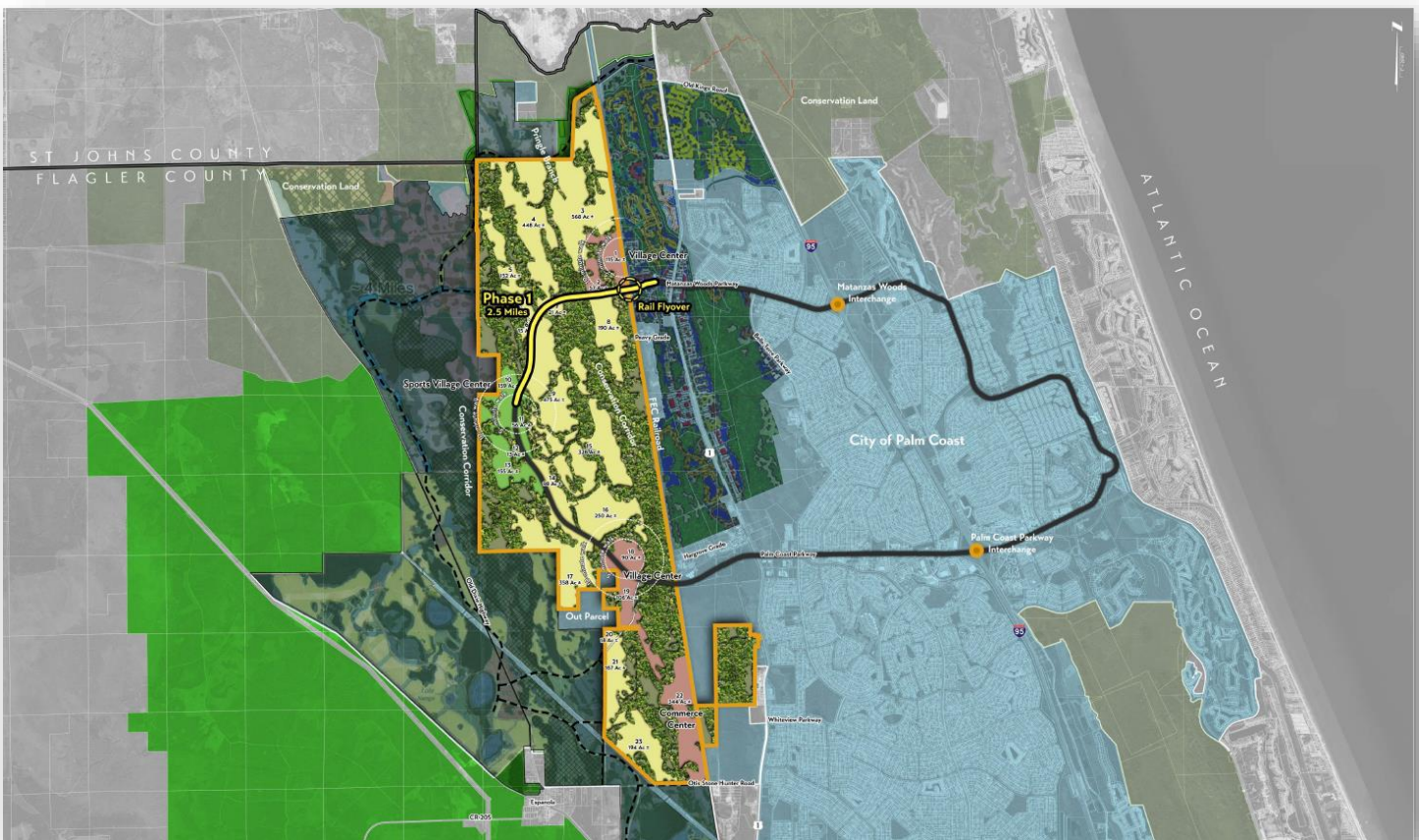


Continue to Support Transportation Access to the West

Background: The FEC Railroad divides Palm Coast into two sections, running in a north-south direction just to the west of US1. To the west of these railroad tracks lies approximately 40,000 acres of land within in the Palm Coast utility service area, which currently have limited access. Construction on the initial access point is scheduled to begin this year, and plans are in progress for the development of a loop road that will connect Matanzas Woods Parkway to Palm Coast Parkway.

Request Action: Provide funding or legislative support for transportation projects that will improve access to large tracts of land on the western boundary of Palm Coast.

Effect: Improved access to the west will provide opportunities for regional economic advancement.



INFRASTRUCTURE



Request FDOT Fund Old Kings Road Construction Phase 3



Background: The top-priority transportation project for the city within the River to Sea Transportation Planning Organization (TPO) is the widening of Old Kings Road, which commenced under the Florida Department of Transportation (FDOT) in 2009. Phase I, funded by FDOT in 2019, reached completion in 2022, and Phase II construction is scheduled for 2024. The River to Sea TPO ranks this project as the third highest among Regionally Significant Non-Statewide Infrastructure System (SIS) Projects.

Request Action: Provide funding or legislative support for District 5 FDOT to include Old Kings Road Phase 3 in the 5year work plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

INFRASTRUCTURE



Request FDOT Fund I-95 Parallel Facility Widening of Old Kings Road

Background: In just the past three years, there have been a staggering 63 instances where I-95 in Flagler County had to be completely shut down for severe accidents. What's even more concerning is that this number has consistently increased each year, with 23 closures already recorded by September 2023. These frequent closures of I-95 place an immense burden on our city's road infrastructure and have a detrimental impact on our ability to provide essential emergency services.

During these closures, Old Kings Road, owing to its proximity and parallel alignment with I-95 throughout the entire county, bears the brunt of diverted traffic nearly twice a month. Given these circumstances, we urgently request state funding for three vital initiatives:

- The widening of Old Kings Road to accommodate the increased traffic load effectively, ensuring it can serve as a suitable parallel route during I-95 closures.
- Enhancements to evacuation routes to bolster our community's preparedness in times of crisis, as the current reliance on I-95 is unsustainable.
- Improvements to public safety measures, acknowledging that a well-maintained Old Kings Road not only facilitates traffic flow but also ensures the safety and well-being of our residents during emergencies.

Requested Action: Provide funding to add capacity to Old Kings Road south of SR 100 an I-95 parallel facility and vital evacuation route.

Effect: This funding will allow improvements to public safety measures and facilitate traffic flow for the safety and well-being of our residents during emergencies.



INFRASTRUCTURE



Palm Coast Maintenance Operations Center Construction



Background: The existing Public Works Facility was transferred to the City by Flagler County in 1999. Since then, Palm Coast has operated within this facility, making incremental improvements to address immediate needs and deficiencies. However, the current facility is insufficient in terms of storage and maintenance capabilities to meet the growing demands of the City of Palm Coast safely and efficiently.

Presently, the facility faces several shortcomings, including inadequate parking and material storage areas, aging buildings with structural issues, and an inadequate number of fleet mechanics' bays, which don't provide sufficient space for servicing many of the City's larger work trucks, heavy equipment, and fire apparatus.

The existing Public Works facility cannot adequately meet the current operational requirements and must be upgraded in terms of safety, technology, capacity, traffic flow, and workflow. Establishing this new Public Works facility is crucial to maintaining a high level of service to our residents and addressing the present and future needs of the community. The work carried out by our Public Works teams has a significant impact on every resident, visitor, and City employee, and an appropriate facility is essential for staff to work with maximum efficiency.

Being proactive in anticipating and addressing both current and future community demands is a key part of our strategy to ensure that we can maintain the expected service levels needed to properly manage City facilities and public assets such as parks, community centers, rights-of-way, City fleet and equipment, and effectively respond to emergency and disaster situations without exposing our employees to additional risk.

The new facility, situated on a 128-acre parcel along US Highway 1, is strategically located in anticipation of the City's westward expansion. This complex will cater to all City departments and will include a Fleet Maintenance Building, Fuel Depot, Fleet Wash Building, and an Administrative Building housing warehouse and shop spaces. To enhance sustainability, the complex will feature rooftop photovoltaic systems, partially powering it and aiming for LEED Silver Certification.

Furthermore, the Maintenance Operations Center will be constructed as a critical, fortified facility, doubling as the City's Emergency Operations Center. The site will include designated areas for debris storage, storm event material staging and storage, and the distribution of public sandbags. It will be the primary facility for coordinating staff and equipment during storm events and during the recovery process.

Requested Action: Support funding to construct Phase 1 of the Maintenance Operations Complex to provide a safe workspace for city staff directly related to citizen service delivery.

Effect: This funding will ensure we can maintain the expected service levels and provide a safe workspace for staff.



INFRASTRUCTURE

Parking Within the Town

Background: The town has been overwhelmed by the growth that has come to Flagler County in the past few years. With that growth has come heavy traffic – especially at public attractions like the beach. The town has never developed the infrastructure to deal with this overflow, mostly because: 1) It has not needed to; 2) Much of the traffic is from adjoining towns and not from Beverly Beach.

Requested Action: With limited land to create parking lots, the town must inventory its facilities and develop solutions within its capacity. Land that is close to the beach is invariably expensive, the purchase of which would seem extravagant to its citizens. One of the options is to create reserved parking for the town's citizens. However, much of the town's available land is on a state-owned easement that cannot be reserved. Enforcing a "reserved parking" facility might also require increased code enforcement.

Effect: Creating an innovative solution at this level is not only a logistics problem, but a financial one. The town has limited resources and reserving unused space for citizens is a difficult task. Better service for tax-paying citizens is the immediate outcome.



INFRASTRUCTURE



Study the Feasibility of Acquiring Private Land Within the Town Boundaries

Background: This feasibility study is the first step in the Town's project that seeks to plan and design the development of essential facilities that improve access to natural assets, enrich recreational and educational opportunities, foster cultural and community vitality, and ensure ecological sustainability through preservation, adaptation and education.

The Florida Department of Community Affairs designated the Town of Marineland as 'Florida's First Remarkable Coastal Place' in July 2000 under a planning initiative for coastal communities. The specific purpose of this designation was to aid Marineland in preserving and enhancing its ecological, educational, and historical resources. The Town is accomplishing this objective through an ongoing strategic planning and implementation process involving all the stakeholder organizations within and collaborating with the Town. Resilience, education, and preservation have been at the forefront of the Town's efforts.

Previous and ongoing climate resilience efforts include shoreline stabilization projects on the Atlantic and Intracoastal Waterway sides of the island. The proposed effort will enable regional implementation of resilience and adaptation by ensuring that the Town is designed in a way that incorporates natural solutions to include restoration and runoff drainage systems for flood management, as well as architecturally designing buildings that minimize weather impacts and impacts on wildlife movement.

Requested Action: Provide funding assistance for a feasibility study on the acquisition of private land to preserve this unique location and provide resilience, housing opportunities, educational opportunities, and infrastructure for the surrounding communities and tourists.

Effect: This effort will foster local communities through collaboration between government agencies, and organizations within the Town through a central location that would be used to host educational opportunities and promote sustainability and preservation within the community and surrounding areas. This would be a unique effort, with nothing quite like it yet in existence - furthering sustainable ecotourism and habitat opportunities in the area.

COMMUNITY RESILIENCY



Septic to Sewer Conversion and Water Treatment Expansion for Commercial Opportunities

Background: Currently, municipal utility service is lacking along a portion of US 1 heading into Ormond Beach. This area is part of the underserved area of Flagler County and will provide service to current and future businesses and residential homes and communities and will help the environment by moving them from septic to sewer working in partnership between the Florida Governmental Utility Authority (FGUA), a special purpose government and Flagler County.

FGUA operates the water and wastewater plant in this area of the county and has indicated there would be needed improvements to the plant and further connections installed along US 1 to bring service to the area. With the chronic shortage of workforce housing, our teachers, nurses, and first responders often are unable to break the barriers to homeownership because of high home values in the County. There are preliminary plans to build an affordable housing community which will offer homes at price points for first-time or entry level buyers. A location has been identified but water and sewer capacity need to be available before plans to develop this site will move forward. Previously, we have reached out to the neighboring jurisdiction to the south, but they are not interested in expanding north, outside of their boundaries. With a lack of fire protection (hydrants) and availability of municipal water, this area will continue to lag the necessary infrastructure needed to support development.

Flagler County will work with FGUA to see that the plant is upgraded to handle the extra capacity and utility connections are made so that the current and future businesses and home communities may connect and get rid of the septic systems in this area and along US 1.

Requested Action: Provide funding to upgrade the FGUA Water and Wastewater Treatment Plant and provide connections along US 1 for the underserved area of the county.

Effect: Allow for extra capacity and new connections to move businesses and home communities from septic to sewer and provide the ability for new workforce housing.



COMMUNITY RESILIENCY



Beach Restoration/Coastal Stabilization Project

Background: Flagler County, has 18 miles of Atlantic Ocean shore front. The County beaches and dunes were severely impacted by storm surge and waves from Hurricanes Matthew, Ian and Dorian. The impacts created critical beach and dune erosion and localized Flooding of the adjacent uplands. Also, some of our dunes were lost completely. A plan for ongoing maintenance is being established, along with a funding plan. At this time, the costs for the initial construction of dune nourishment have been met, however there is still a portion requiring attention. As a result of past hurricanes and damage to A1A, beaches and property along the coast, Flagler County has recognized the need to develop and implement a comprehensive Beach Management Plan for Flagler County’s Atlantic Ocean coastline. In 2021, a Beach management Study was sponsored by Flagler County to identify needs, goals and implementation requirements. The results of the study were recently provided to the Board of County Commissioners to discuss and adopt a Beach Management Plan for the future resiliency of the coastline. This study includes an 11.6-mile stretch along the coastline that must be considered for preservation. This will be in addition to the US Army Corps project and additional assistance from FDOT. As part of the study, current sand loss, location of sand sources, loss of sand from future storms and sea level rise and required sand volume needed to construct and maintain the Flagler County Atlantic Coastline have all been considered.

In the future, Flagler County will be responsible for the 50-years of management and maintenance of the 18 miles of shoreline from the St. Johns County line to the northern limit of the FDOT Secant wall in the Town of Beverly Beach. However, there is still a portion of sand loss that must be replaced to get us to the needed volume to move to management and maintenance. Since Flagler County does not have the resources to provide the funding that is needed to restore and stabilize the coastline, we are requesting a legislative priority to fill the gap.

Requested Action: Provide the portion of funding needed to replace the current sand loss and restore the 18 miles of coastline.

Effect: This project will provide a resilient coastline, protect life and property including A1A from future impacts and give Flagler County the time needed to implement a six-year interval management and maintenance plan.

COMMUNITY RESILIENCY

Stormwater Infrastructure Improvements and Resiliency Project



Background: Many county-maintained roadways and canals regularly experience flooding during seasonal and extreme precipitation events causing erosion of roadways and the banks of various canals. To resolve these problems a Stormwater Master Plan is being developed and projects are being identified. Currently, there are several roadway projects and canals in need of stormwater related improvements for drainage efficiency and to reduce flood frequency of the area's developed.

The proposed improvements include re-grading of roadside swales and ditches, upsizing of cross drain culverts, pond siting and property acquisition, and acquiring easements to access drainage facilities for maintenance. The canals identified need to be widened and have a standard revetment installed to protect against erosion and increase flood storage capacity.

Potential communities impacted/benefited by project implementation.

- Rima Ridge
- Ormond Beach
- Sea Colony
- Armand Beach
- Hammock Beach Estates
- Johnson Beach
- Hammock Dunes
- Old Haw Creek Road Communities

Potential communities indirectly benefitted by restoration of the canals.

- West Side communities (i.e., Daytona North area and surrounding) downstream of the facility via water quality treatment and flood control measures.

Critical assets or pertinent facilities benefited by restoration of the canals.

- Hammock Community Center
- Hammock Community Volunteer Fire Department
- Sheriff's Office Substation
- Old Hammock Plantation Wastewater Treatment Plant
- County owned parcels adjoining the canal side.
- Amvets Post 59
- Flagler County Jail

Requested Action: Provide funding to include planning/design, permitting, easements and property acquisition.

Effect: This stormwater improvement project is required to restore consistent conveyance in the existing drainage systems, improve infrastructure, improve water quality and increase flood storage capacity in the canals to reduce flooding frequency.



COMMUNITY RESILIENCY



Reduce the Risk of Flooding - Support Funding Blare Drive and Colbert Lane Flood Mitigation and Flood Map Study and Revision



Background: This project centers on enhancing the stormwater conveyance capacity of three culvert crossings: (1) at Blare Drive and (2) at Colbert Lane. The goal of this undertaking is to enhance the efficiency of the drainage system, ensuring swifter recovery during and after storm events. Simultaneously, it bolsters the flood protection and resilience of the adjacent residential neighborhoods. As part of the project, advanced stormwater modeling software and data is being employed, surpassing the capabilities of the previous model. This presents an opportunity to recalibrate the existing flood maps, offering a more precise delineation of the floodplain boundaries once the project is completed. The potential revision of these flood maps holds the promise of reducing flood insurance premiums for homeowners whose properties fall outside the updated floodplain boundaries.

Requested Action: Provide funding to construct three culvert pipes to eliminate home flooding in the low-lying Woodlands neighborhood.

Effect: This funding will enhance stormwater conveyance ensuring swifter recovery and providing the potential reduction of flood insurance premiums for the effected homeowners.

COMMUNITY RESILIENCY



Protection of Water Supply – Indian Trails Reclaimed Watermain Extension and Sports Complex Irrigation Conversion

Background: The Indian Trails Sports Complex in the City features numerous ball fields for public recreation and sports clubs. Until now, the irrigation system has relied on four shallow irrigation wells as its water source. However, these wells have been steadily declining in their raw water production and have faced issues related to fouling. Maintaining a dependable irrigation system for the ball fields is crucial for preserving the quality of the playing surfaces and attracting sports clubs and tournaments.

To address this issue, a project is planned to extend a reclaimed water main, spanning approximately 1 mile, to connect with a stormwater irrigation pond. Reclaimed water will be utilized to maintain the water level in the pond, thereby offsetting the depletion caused by irrigation usage. Additionally, the pond will be equipped with an irrigation pump system to replace the four shallow irrigation wells, ensuring a more reliable and sustainable water supply for the sports complex.

Requested Action: Provide funding to extend a reclaimed water line to Indian Trails Sports Complex.

Effect: Maintaining a dependable irrigation system and an irrigation pump system will preserve the quality of the playing surfaces and ensure a more sustainable water supply.

COMMUNITY RESILIENCY



Protection of Water Supply – Citation Boulevard Reclaimed Watermain Extension

Background: The developer of Seminole Palms is constructing the Citation Boulevard extension and associated utilities including a reclaimed wastewater main. This request is to connect to the new reclaimed main and continue it west to Belle Terre Boulevard. This will provide reclaimed service to both Seminole Palms to the east and Flagler Village and Citation Estates to the west. This project includes sidewalks and street lighting to match the new portion of Citation.

Requested Action: Support funding to extend the soon to be developer constructed reclaimed water line to Belle Terre Boulevard.

Effect: This funding will allow us to continue the reclaimed main west to Belle Terre Boulevard and provide service to both Seminole Palms, Flagler Village and Citation Estates.



COMMUNITY RESILIENCY



Protection of Water Supply – Land Acquisition for Rapid Infiltration Basins.

Background: Acquire land in the western part of the city to provide additional inland disposal and storage of treated wastewater effluent to accommodate growth, protect natural waterways by avoiding surface water discharge, and provide storage and recovery for irrigation needs when irrigation demands are at peak levels which may exceed daily production of effluent during weather or seasonal conditions. RIBs are an essential component of water conservation and protection of surface waters. Utilizing treated effluent/reclaimed water for irrigation reduces aquifer and potable water consumption. When demand for irrigation water reduces with increased rainfall, it becomes necessary to dispose of excess treated effluent/reclaimed water. Disposing of excess reclaimed water in RIBs helps to replenish the surficial aquifer.

Requested Action: Provide funding for land acquisition for a regional RIB site providing advanced aquifer recharge.

Effect: Acquisition of land in the western part of the city will allow for necessary disposal of excess treated effluent/reclaimed water. This will help to replenish the surficial aquifer.





COMMUNITY RESILIENCY



Protection of Water Quality – Wastewater Treatment Facility No. 1 Capacity Expansion

Background: Expand Wastewater Treatment Facility No.1 from 6.83 million gallons per day treatment capacity to 9.1 million gallons per day treatment capacity, improve electrical and control systems, and upgrade process equipment needing replacement. WWTF-1 is the City's primary wastewater treatment facility and currently serves most of the City's residences and businesses. The City has undergone significant growth in recent years, and WWTF-1 is nearing its current capacity and needs expansion to accommodate additional growth. WWTF-1 also produces a considerable amount of reclaimed water for irrigation use which is beneficial in offsetting the consumption of aquifer water.

Requested Action: Support funding to expand Wastewater Treatment Plant 1 to keep pace with economic growth.

Effect: This funding will allow for expansion of the Water Treatment Plan to keep pace with growth.

COMMUNITY RESILIENCY



Protection of Water Quality- Construct Regional Rapid Infiltration Basin (RIB) Site

Background: A study for a Resiliency Plan for the Rapid Infiltration Basin (RIB) site is complete. The study revealed that converting the spray irrigation to rapid infiltration basins is feasible and will increase the much-needed effluent capacity and storage. The RIB treats the effluent as it infiltrates through the soil and, at the same time, replenishes the aquifer. The process can treat a much larger volume of wastewater than aboveground high-volume irrigation on a small land area. This request is to convert approximately 43 acres used for treated wastewater effluent wet weather disposal from spray fields to rapid infiltration basins to increase disposal volume to accommodate growth and reduce discharge frequency to the Matanzas River.

Requested Action: Support funding to convert existing spray fields to rapid infiltration for increased aquifer recharge volume.

Effect: Construction of this Rapid Infiltration Basin (RIB) will improve water quality and produce a higher rate of aquifer recharge than achieved through above-ground high-volume irrigation.



COMMUNITY RESILIENCY



Lambert Avenue Water Main Extension



Background: The City of Flagler Beach maintains and operates a municipal water system. This system, which includes extraction, treatment, and distribution, supports the City’s residents and businesses. A critical shortcoming of the system, though, is the lack of redundancy: only one sixteen-inch transmission main crosses (below) the Atlantic Ocean Intracoastal Waterway (AICW). Due to that sole crossing, the transmission network is not effectively “looped,” especially at the north end of the City’s service area east of the AICW. This systemic shortcoming puts water system users at increased risk if the sole crossing were damaged or severed or if water at the north end of the system is not adequately circulated. The estimated cost to design an extended water main north on Lambert Avenue and then cross the AICW as a redundant service and additionally “loop” the system is approximately \$300,000. The estimated cost of construction for the extended water main is approximately \$3,000,000. The City of Flagler Beach requests an appropriation of \$1,650,000, which the City would similarly match, to design and construct the Lambert Avenue Water Main Extension.

Requested Action: Provide funding to extend the water main north on Lambert Avenue across the AICW and loop the system.

Effect: This funding will allow resolution of a critical shortcoming of the current system with a lack of redundancy and not effectively looped.

COMMUNITY RESILIENCY



Flood Mitigation Measures for City Facilities

Background: Several City facilities are vulnerable to storm surge and flooding, especially those located in the vicinity of the AICW. These facilities include the Police and Fire stations; a 1,000,000-gallon water storage tank; two City Maintenance facilities, and the Library. Although a berm is currently being designed to protect this general area, additional equipment can be utilized to enhance protection in specific areas. The estimated cost for sufficient protective measures (HydroDefense Flood Planks) is approximately \$150,000. The City requests an appropriation of \$150,000 for the purchase of an estimated twenty flood planks.

Requested Action: Provide funding to support flood mitigation measures.

Effect: This funding will support the purchase of flood planks that will protect vulnerable city facilities from storm surge and flooding.



COMMUNITY RESILIENCY



Wastewater Treatment Plant and Collection System Projects

Background: The City of Bunnell’s Master Utility Plan outlines a range of initiatives aimed at tackling the needs and deficiencies within the city’s Wastewater Treatment Plant and Collection System. Among the upcoming projects, in line with the Master Utility Plan, are those targeted at enhancing gravity collection systems and creating an underground sewer line map. These endeavors encompass slip lining, the rehabilitation of manholes, as well as the application of Ground Penetrating Radar (GPR) and Geographic Information Systems (GIS) mapping techniques.

Requested Action: Provide local levels of funding in the amount of \$4,500,000.00 to complete wastewater treatment and collection upgrades as identified in adopted Master Utility Plans.

Effect: This funding and the completing of these projects would improve wastewater infrastructure performance. Rehabilitated manholes can improve the overall performance of the sewer and utility systems. By ensuring proper flow capacity and reducing blockages, the rehabilitated manholes contribute to more efficient wastewater management. Slip lining offers several benefits, including reduced disruption to the surrounding area, cost savings compared to full pipe replacement, and reduction and/or elimination of ground and stormwater inflow and infiltration. By combining the capabilities of GPR and GIS mapping, we can gain a comprehensive understanding of their underground sewer infrastructure, leading to improved efficiency, reduced costs, enhanced safety, and better decision-making.

COMMUNITY RESILIENCY



Water Treatment Plant and Distribution System Projects

Background: The City of Bunnell's Master Utility Plan identifies several projects to address the needs and deficiencies in the City's water treatment plant and distributions system. Among the next projects to be completed as established in the Master Utility Plan are projects that address the following: new well installation, pipe upsizing, material upgrading and watermain looping for fire protection.

Requested Action: Provide local levels of funding in the amount of \$4,600,000.00 to complete water treatment and distribution upgrades as identified in adopted Master Utility Plans.

Effect: This funding and the completing of these projects would provide for improvement of water quality, pressure levels, fire flow protection capabilities and increased capacity for the City Water Distribution system.



COMMUNITY RESILIENCY



Resiliency and Vulnerability Study

Background: The Town of Beverly Beach has partnered with the City of Flagler Beach to commission a Coastal Resiliency and Vulnerability study through a grant from the Florida Department of Environmental Protection. The engineering firm, Mead and Hunt, is managing the data. The town has had several sites that have been vulnerable to storms in the past seven (7) years, including town infrastructure. Massive erosion from wave action has also occurred.

Requested Action: The town needs to listen to the interpretation of the study data and add its own processes to implement the findings. Any recommendations that need financial backing can be budgeted by the town.

Effect: If the study can identify even one element that the town is not aware of, the study will be well-worth the time and effort. The town has advocated lifting the moratorium on seawalls on residential properties on the oceanfront – as a matter of desperation. A second action, taken by the State, is to buttress the shoreline with dredged sand. The dredging will occur in 2025.



COMMUNITY RESILIENCY

Fragmented Stormwater System

Background: In one of the town's major subdivisions, the Osprey Point District, the developer left the town and the State of Florida, holding the proverbial "bag." No homeowner's association had been formed, and the state has the Environmental Resources permit, while the town controls the three roads in the district. However, the stormwater infrastructure is in the hands of the private property owners, including the two large retention ponds. With sea-level rise has come more flooding and ponds that are filled to capacity. While the town receives Local Gas Option Tax Funds to care for the roads, the amount is not large enough to take corrective action on the infrastructure, nor can the town do so on its own volition – given the political fallout of spending tax-payer funds for the benefit of a few private landowners. The town attempted to apply for a REDI grant from St Johns River Water Management District and was told that the grant cannot be used for private property.

Requested Action: The town has taken a variety of approaches to this issue. Even a public/private partnership to treat the ponds for algae has been retracted. There is no incentive for private owners to provide a public benefit. Consequently, actions that need to be done, such as the dredging of the ponds, do not get done. While a court order can encourage corrective action, it is a last resort for homeowners, and the town does not want to be forced into eminent domain-type seizures. As of this date, there have been no proposed alternatives. The subdivision cannot be forced to form an HOA and a Special Taxing District is administratively burdensome.

Effect: St. Johns River Water Management District has declared that the stormwater system is functional. The town wants it to remain functional, despite the proclivity of 100-year storms, and wants to alleviate flooding concerns in the future.



COMMUNITY RESILIENCY

Complete Design and Construction of Water and Sewer Connection from Flagler County



Background: The Town of Marineland encompasses some of the most pristine coastal habitats and public education opportunities in the region. As the collaboration site for scientists and visitors, the Town contains the River To Sea Preserve, University of Florida’s Whitney Laboratory for Marine Bioscience and Sea Turtle Hospital, the Marineland Dolphin Attraction, the Guana Tolomato Matanzas National Estuarine Research Reserve, the preserved Jordan and Mellon Islands, Ripple Effect Ecotours, and the Town of Marineland Marina. The Town also has local offices for the Marineland Right Whale Project, Flagler Audubon Society, Volusia/Flagler Sea Turtle Patrol, and Florida Wildlife Commission. With a current combined 500,000+ visitors per year between the Marineland Dolphin Attraction, University of Florida Whitney Laboratory, and visitors exploring the natural beaches, parks, and educational opportunities within the Town, the privately owned wastewater treatment plant is not sufficient to provide services to the growing Town. The University of Florida Whitney Laboratory is undergoing a 30-million-dollar expansion project that will require additional water and wastewater services.

Requested Action: Provide funding assistance to complete the design and construction of water and sewage connection from Flagler County to support the growing Town of Marineland community needs.

Effect: These services are foundational to ensuring public health, driving economic development, and preserving the unique environmental attributes of the region. A consistent and clean water supply has a direct bearing on the quality of life of Marineland residents and visitors, from everyday household activities to the recreational pursuits that the beautiful local water bodies offer. The Town’s unique location and proximity to the Atlantic Ocean and Intracoastal Waterway makes it particularly vulnerable. Untreated or inadequately treated wastewater could lead to the contamination of these waters, causing harm to marine life and posing health risks to residents and tourists alike. The Town’s distinctive position as a “Remarkable Coastal Place” amplifies the significance of robust and efficient water infrastructure.



CONSERVATION AND OPEN SPACE



Regional Conservation & Eco-Tourism Educational Center Project

Background: In 2019, the Flagler County Board of County Commissioners approved and adopted the county's tourism strategic plan. The strategic plan recognized that the key ingredients to be successful and ensure a return on investment was the eco-tourism related educational, marketing, and promotional components for on-going support. One of the main objectives to accomplish this is the creation and development of the Flagler County Eco-Discovery Center. The eco-discovery center will act as the main hub in Flagler County to protect, conserve and enhance recreational, natural, historical, and cultural resources.

The new 10,000 sq. ft. Eco-Discovery Center will be located on a 22-acre county owned parcel on SR100 which is on the Heritage Crossroads Byway and approximately 1 mile east of I-95 and 3 miles west of A1A Scenic & Historic Coastal Byway in Flagler Beach. This location is also approximately .25 miles from the newly constructed pedestrian bridge and adjacent to the future Bulow Creek Headwaters Regional Park. The pedestrian bridge project along with its additional miles of trails, will serve as a gateway for the already 135 miles of trails in Flagler County. The bridge connects to the Lehigh Greenway Trail and eventually to the Bulow Trail which will connect to the Bulow Creek Headwaters Regional Park currently in the design and planning phase. This 1,000-acre park is a critical part of the larger 'Palm Coast to Bulow Corridor' that includes Graham Swamp Preserve, Bulow Creek, and Tomoka marsh conservation areas. This regional greenway is of statewide significance as identified within the Florida Greenways and Trails System Opportunity map. This conservation area is large enough and well-connected enough to provide significant environmental benefits to the region.

Requested Action: Provide funding assistance to construct the Flagler County Regional Conservation & Eco-Tourism Educational Center to support the goals, objectives, and priorities of Flagler County, Northeast Florida Regional Council, and the Scenic A1A Byways.

Effect: This conservation and educational center will act as the main hub in Flagler County to protect, conserve and enhance recreational, natural, historical, and cultural resources.

CONSERVATION AND OPEN SPACE



Acquisition of Conservation Lands

Background: Flagler County recognizes the priority and vision of the Florida Wildlife Corridor, which gives priority to lands that preserve, protect or enhance wildlife habitats and corridors and linkages to agricultural and rural lands. Flagler County’s Environmentally Sensitive Lands Program in Summer 2023 began outreach to private property owners in the western portion of Flagler County for the purpose of purchasing land along some groundwater recharge areas and surface water discharge areas along some of the primary tributaries to Haw Creek and “feeder” water creeks which feed into Crescent Lake. Crescent Lake is fed primarily by Haw Creek which receives discharge from several smaller creeks including Little Haw Creek and Middle Haw creek. Crescent Lake feeds through Dunn’s Creek to the St. Johns River.

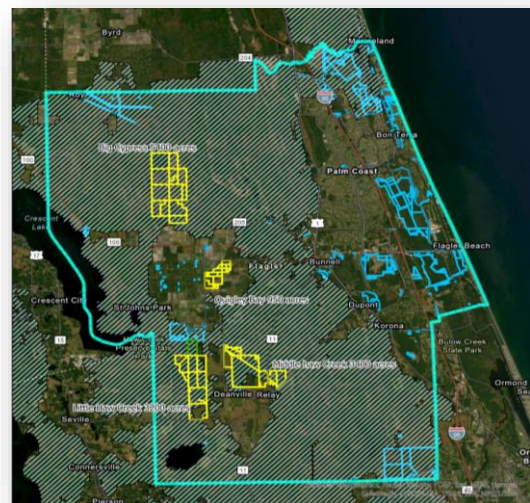
The Middle Haw Creek flows to the northwest from the southern reaches of the County into Haw Creek and west into Dead Lake and beyond. Little Haw Creek flows north from Lake Disston into Haw Creek and Dead Lake. Both systems function as discharge for surface water which ultimately flows into Crescent Lake and the St. Johns River and lie within the Florida Wildlife Corridor.

Locally referred to as “floodplain corridors” these connected properties shown in the attached map represent opportunities to conserve water quality and protect habitat for sensitive plants and for animals’ dependent on these habitats including the black bear. Although the County is prepared to consider either fee-simple acquisition or less-than-fee acquisition of conservation easements from “willing sellers”, our hope is that these program efforts will help our citizens to maintain their way of life, whether that way of life includes protecting local landowners’ ability to continue their farming operations or to provide recreation opportunities for citizens and visitors alike where possible. The majority focus of our program will go towards identifying willing sellers and negotiating for the acquisition of properties that will meet these goals throughout our County. Primary focus should go towards those properties within the Florida Wildlife Corridor.

Requested Action: Provide local levels of funding to acquire tracts of land to create a floodplain on the West Side of Flagler County.

Effect: Creating a natural floodplain will provide flood risk reduction benefits by slowing runoff and storing flood water. It will also provide other benefits of considerable economic, social, and environmental value to include:

- Fish and wildlife habitat protection
- Natural flood and erosion control
- Surface water quality maintenance
- Groundwater recharge
- Biological productivity
- Higher quality recreational opportunities



CONSERVATION AND OPEN SPACE

Protect Environmentally Sensitive Areas - Protect Palm Coast Parkway's Unique Hard Wood Tree Canopy



Background: The stretch referred to as the "Tree Tunnel" extends from the intersection of Palm Coast Parkway and Florida Park Drive to the Hammock Dunes Bridge. This area offers a captivating display of the splendid native trees that grace Palm Coast and offers a glimpse of the origins of Graham Swamp. Within the Palm Coast Parkway and Colbert Lane property, you'll find trees with diameters exceeding 70 inches, critical habitats for native wildlife, and vital floodwater storage components integrated into the swamp's ecosystem.

Preserving the northernmost section of Graham Swamp serves a dual purpose: it conserves the distinctive "Tree Tunnel" character while maintaining the swamp's integrity as an interconnected system, capable of storing water and facilitating water treatment for the city. This preservation effort ensures that the natural beauty and ecological functions of this unique area are safeguarded for current and future generations to enjoy.

Requested Action: Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.





CONSERVATION AND OPEN SPACE

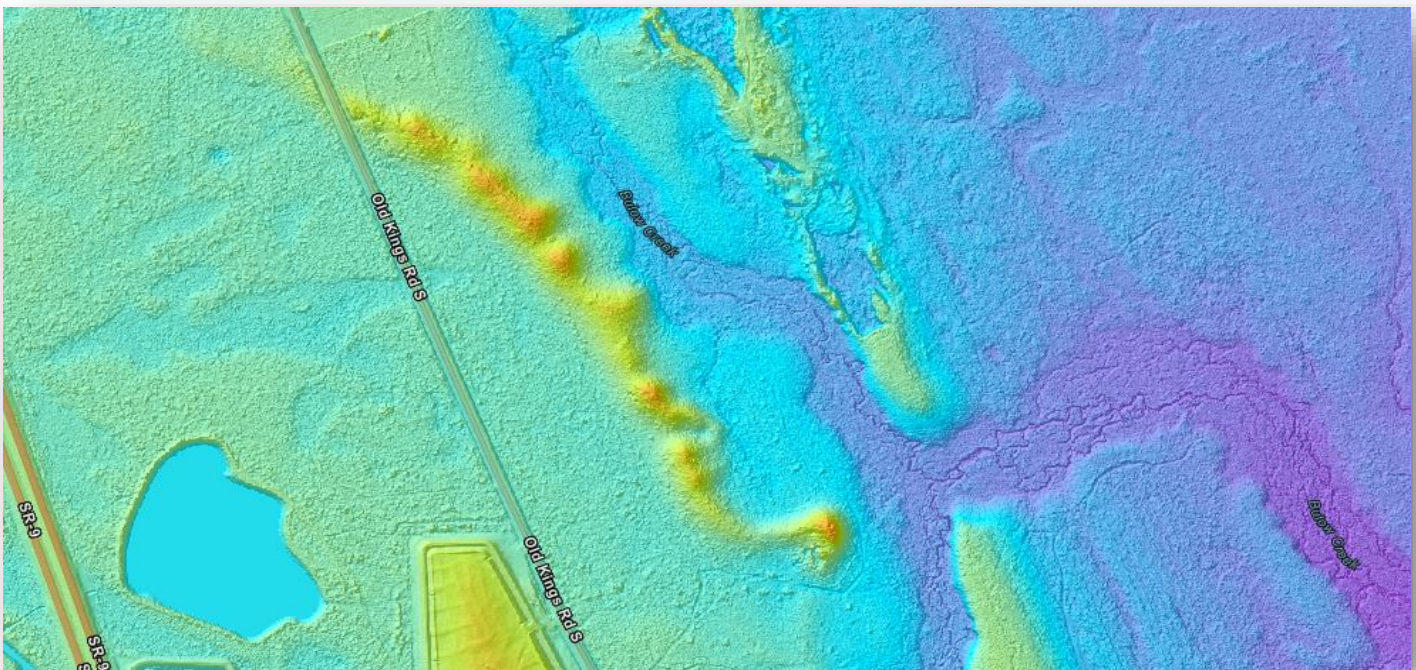
Protect Environmentally Sensitive Areas - Acquire Bulow Creek Relic Dune and Burial Mound

Background: Designated as the relic dune or Sandridge by city staff, this topographical feature holds a distinct and significant position within Palm Coast. Soaring to an elevation of 42 feet above sea level at its highest point, this ridge stands out as a rarity in this region. The ridge serves as a protective barrier for Bulow Creek, recognized as an Outstanding Florida Waterway, extending from Old Kings Road S and offering the creek additional safeguards against pollution.

Bulow Creek plays a pivotal role in floodplain management, serving as a regulatory floodway where high-velocity floodwaters travel southward until reaching the Intracoastal Waterway. At the terminus of the ridge lies a Native American burial mound, which, although devoid of remains or artifacts, remains a significant cultural site. The combined presence of the Sandridge, adjacent wetlands, and Bulow Creek creates a diverse range of habitats for numerous species and plants, further underscoring the importance of preserving this area.

In line with Comprehensive Plan Policy 1.1.9.18, the City is committed to collaborating with land acquisition entities and public agencies to secure environmentally and culturally significant lands situated in the Planning Area to the east of Old Kings Road.

Requested Action: Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.





Policy Priorities & Support Issues



Amend Florida Statute 288.0656 (2) (e) to Increase the Population Levels of a Defined Rural Community.

Urge the Legislature to Amend this Statute to Increase the Population Levels that Define a Rural Community. The population levels for a county has not been modified since 2001 and the levels for a contiguous county has not been modified since 2009.

PROTECT AND INCREASE Funding for the State of Florida Transportation Disadvantaged Program.

Urge the Legislature to protect the Transportation Disadvantaged program and increase funding to support the unmet trip requests.



SUPPORT AND PROTECT Florida's Housing Trust Funds

Urge the Florida Legislature to use ALL of Florida's housing trust fund monies for Florida's housing programs.



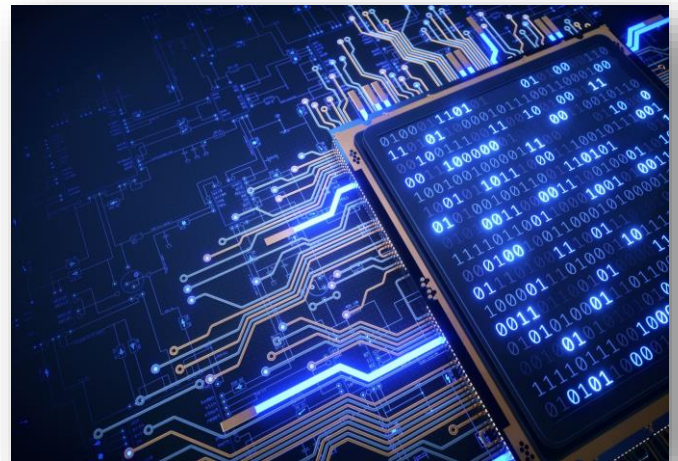


SUPPORT Affordable and Reliable High-Speed Internet throughout Florida.

Continue to support a coordinated and collaborative effort to advance and expand internet access in all areas of Florida through creation of a comprehensive plan and a grant program for service providers to increase and improve access in rural Florida.

Continue Financial Support for the Enhancement of Local Government Cybersecurity.

Support legislation dedicating state resources for the development and enhancement of municipal cybersecurity by providing funding for technical assistance, threat assessments, employee training, infrastructure improvements and data protection.



CONTINUE FINANCIAL SUPPORT of the SCRAP and SCOP Grant Programs to Assist Small Counties in Paving Farm to Market Roads.

Continue the current level of financial support to FDOT for the Small County Road Assistance (SCRAP) and Outreach Programs (SCOP).

SUPPORT Community Resiliency Grant Programs for Wastewater, Water Quality, Beach Restoration, Flood and Sea Level Rise Mitigation and Septic to Sewer Conversion Projects.

Urge the Legislature to increase available grant programs through the State of Florida Department of Environmental Protection.



SUPPORT Funding Intended for any Legislative Appropriation Projects for Land Acquisition within Flagler County.

Urge the Legislature to approve funding for conservation and to protect water resources, drinking water sources, land and water quality through Article X, Section 28 of the Florida Statutes for the Land Acquisition Trust Fund.



PROVIDE timely reimbursements and upon approval of grants over \$1 million assist with cash flow by fronting at least 25% of the project

Urge the Legislature to provide timely reimbursements and assist with cash flow of grants over \$1 million by fronting a minimum of 25% of the project to provide real relief.





MAINTAIN Short Term Vacation Rental Legislation Status Quo.

Maintain the status quo regarding local government regulations for Short Term Vacation Rental legislation

SUPPORT AND CONTINUE TO ADVOCATE for Home Rule Authority.

Continue to advocate for home rule authority by actively opposing further preemption legislation or other legislation that restricts local government in acting in the best interest of their citizens.



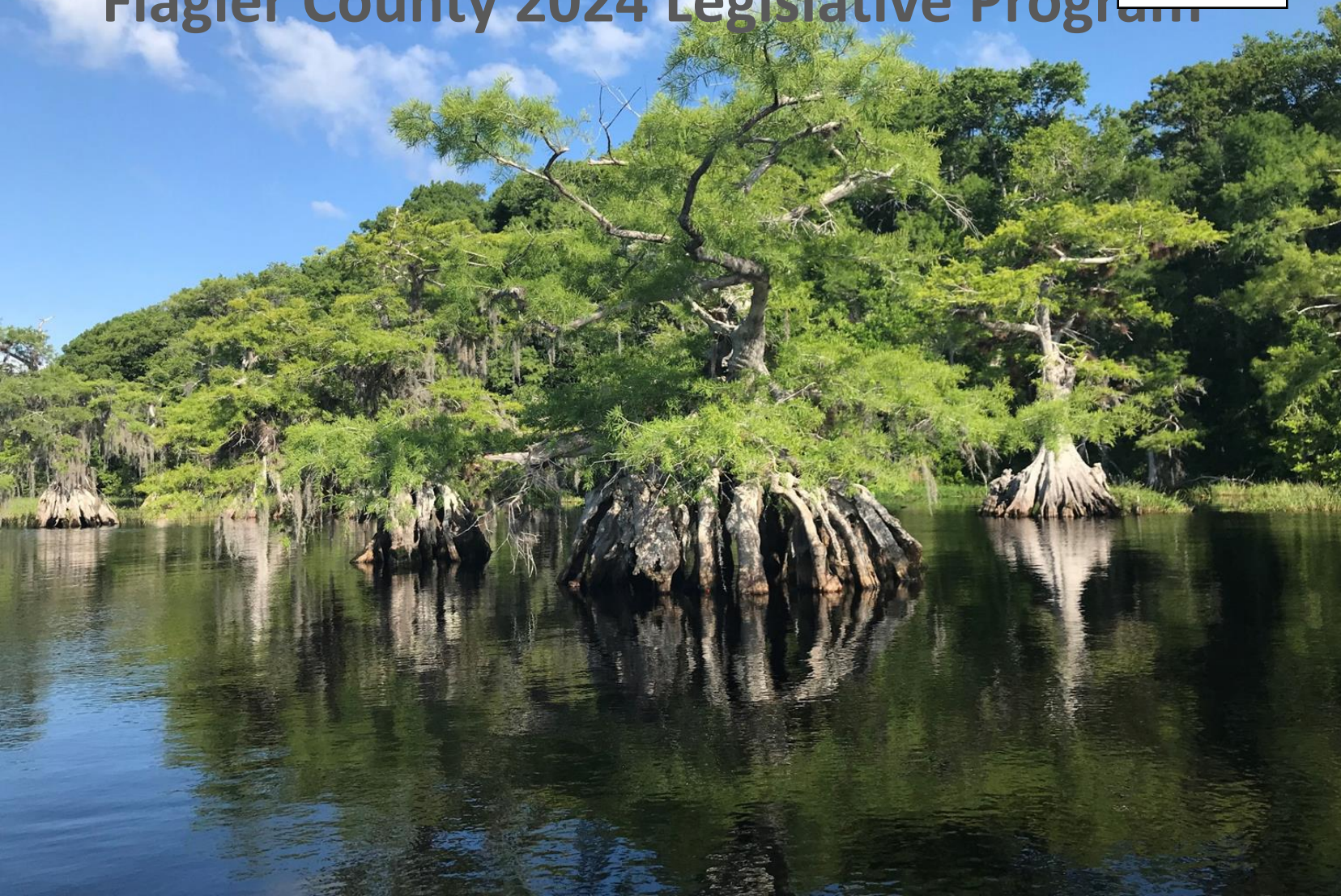
REQUEST AN AUDIT of the Emergency Management Preparedness and Assistance Trust Fund (EMPA)

Urge the Legislature to direct the Florida Department of Revenue to audit how the Emergency Management Preparedness and Assistance Trust Fund (EMPA) surcharge is applied to all residential and commercial properties for compliance with s. 252.372, F.S.



Flagler County 2024 Legislative Program

Section 7, Item e.



Flagler County Board of County Commissioners
1769 E. Moody Boulevard
Building 2
Bunnell, FL 32110

Phone:
(386) 313-4001

Website:
www.FlaglerCounty.gov

RESOLUTION 2024-61

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, EXTENDING RESOLUTION 2024-60 WHICH ENACTED A DECLARATION OF EMERGENCY FOR THE CITY OF FLAGLER BEACH, AND ENACTED THE POWERS OF CHAPTER 14, ARTICLE III, EMERGENCY MANAGEMENT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, on October 5, 2024 by Executive Order Number 24-156, Governor Ron DeSantis declared a State of Emergency for 51 counties in the State of Florida due to the imminent approach of Tropical Storm Milton which is forecasted to become a major hurricane and strike Florida’s West Coast; and

WHEREAS; on October 7, 2024 the Flagler County Board of County Commissioners adopted a Proclamation declaring a State of Local Emergency and whereas the Flagler Beach City Commission approved Resolution 2024-58 declaring an Emergency on October 07, 2024; and

WHEREAS, the Flagler Beach Code of Ordinance, Chapter 14, Article III, Emergency Management, empowers the City Commission to declare that a state of emergency exists within the City, consistent with Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for local governments, such as the City of Flagler Beach, to take actions in emergency situations and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; entering into contracts; incurring obligations; employing of permanent and temporary workers; utilizing of volunteer workers; renting equipment; acquiring and distributing, with or without compensation, of supplies, materials and facilities; and appropriating and expending of public funds; and

WHEREAS, Resolution 2024-60 expires at midnight on Monday, October 21, 2024.

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

SECTION 1. The City Commission of the City of Flagler Beach, does hereby adopted Resolution 2024-61 extending the Emergency Declaration for an additional seven days.

SECTION 2. The City Manager is hereby delegated the power and authority to take all actions necessary to address the emergency situations that may arise as a result of the Hurricane Milton in accordance with the provisions of State law and emergency management procedures outlined in Resolution 2024-58 or that may have been adopted by the City, as well as by any State and Federal Disaster Assistance procedures.

SECTION 3. This resolution shall become effective immediately upon its execution and shall terminate at midnight on Monday, October 28, 2024, seven (7) days unless otherwise terminated or extended.

PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

**ORDINANCE 2024-18
VERANDA BAY REZONING
APPLICATION NO. PRZ24-0002**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 899.09 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 899.09 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Flagler Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Flagler beach, Florida; that the Section of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word “Ordinance” may be changed to “Section”, “Article”, or other appropriate word.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2024-19, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2024-19 does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the 12th day of September 2024.

ADOPTED on Second Reading after due public notice and public hearing this 24th day of October 2024.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

EXHIBIT “B”

ISSUES	LOCATION	PROPOSED RESPONSE
MPD AGREEMENT		
Cap maximum number of units at 2,735.	Page 5;	Notation in Chart made to designate “ <i>Max</i> ”
Revise to include that City reviews site plans, preliminary plats, and final plats in accordance with Section 6 of the LDR.	Page 6; Line 13-15	ADDED “... <i>which shall be approved by the City</i> ”
Review minor modifications section. Revise to provide definitions/ guidelines clarifying the process.	Page 7; Line 20	ADDED “ <i>Bulow Creek</i> ”
Protect access to Palm Drive	Page 10, ln 23	ADDED: “ <i>Vehicular and pedestrian access from the Project to Palm Drive shall be expressly prohibited</i> ”
Spine Road Construction	Pg 13; ln 8	Added: <i>If after the 600th home is completed within the residential areas of Veranda Bay, the construction of the Spine Road connection from State Road 100 to John Anderson Highway has not commenced, no further building permits will be issued for new home construction until the Spine Road construction is complete</i>
Incorporate provisions for a City Park/ City Amenity.	Page 14; Line 1	Added: <i>Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property.</i>
Concerns with HOA/CDD’s not being charged fees by City for use of City reuse water in common areas.	Page 15; Line 24	No Change.
MPD to state that Improvements prescribed in the Transportation Impact Study be included to minimize impacts to existing road infrastructure.	Page 16; Line 4	No Change.
Ensure stormwater shall be retained and treated prior to release into Bulow Creek.	Page 16; Line 14	No Change.
Revise landscaping section. Currently gives Declarant sole discretion. City would like minimum standards provided.	Page 17; Line 1-19	Added “ <i>All other landscaping design and requirements shall comply with those standards provided in Exhibit “I” which may be amended from time to time.</i> ”

Consider utilizing the City's Design Guidelines.		No Change.
Revise MPD to require three shade trees instead of two shade trees.	Page 17; Line 24; Page 18; Line 7	Added. "The Declarant shall require (i) three (3) shade trees for each . . ."
Concerns with the height of fences permitted.	Page 18; Line 15	No Change.
Wells	Pg 18, ln 20	Added. " <i>Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots</i> "
Revise to include buffers along John Anderson of 25-ft minimum, and 50-ft average.	Page 18; Line 23	Added. " <i>John Anderson Buffer. The Developer will voluntarily provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the John Anderson Highway right of way.</i> "
Lighting on Bulow Creek	Pg 19, ln 6	Added. " <i>In addition, development within one hundred feet (100') from Bulow Creek shall be encouraged to use low level lighting shielded from view to minimize its impact to the natural environment</i> "
Review Fire Protection section; concerned that it reads as an obligation of the City.	Page 18; Line 25 Page 19; Line 1-6	No Change.
MPD to include that development is not exempt from Land Development Standards for Section 4 (Environmental and Resource Protection) and Section 7 (Signage).	Page 19; Line 15-19 Page 20; Line 1-24	No Change.
Revise to include buffers along Bulow Creek of 75 feet.	Page 20; Line 5	Added. " <i>Bulow Creek Buffer. The Developer will voluntarily provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in Exhibit "G".</i> "
Concerns with size/height of signs	Page 20;	No Change.
Consider designing areas for short term rentals.	Page 22; Line 6	Changed paragraphs to provide the SVR are only permitted in the commercially zoned properties.
Define Dry Slips	Pg 22, ln 20	Add.
Accessory Uses Set backs	Pg 23, ln 8	Changed to " <i>Five (5) feet</i> "
Concerns about pervious areas on table	Pg 25	Reduced pervious area for single family residential to " <i>70%</i> "

Architecture.	Pg 26, ln 21	All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR.
Burning	Pg 27, ln 8	Delete and add: " <i>Open burning shall be prohibited during development.</i> "
Define dry slips.	Page 22; Line 6-9	Add. " <i>For purpose of this Agreement, dry slips shall be spaces not in or above the water used to park or store marine vessels.</i> "
Accessory setbacks are too narrow.	Page 22; Line 13-23 Page 23; Line 1-3	Currently are 2 ft/ 3 ft. Expand to 5 ft.
Increase space between buildings so emergency vehicles have access.	Page 24 & 25	
Concerns with the 80% impervious surface ratio.	Page 24 & 25	
No open burning. (Commissioner request)	Page 26; Line 21	Remove section (c).
Revise to include small scale (or large scale) land use amendments shall be submitted in accordance with state regulations.	Page 28; Line 13	"Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small scale/ large scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

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1 Michael D. Chiumento III, Esq.
2 Chiumento Law, PLLC.
3 145 City Place, Suite 301
4 Palm Coast, FL 32164
5
6
7

8 ----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

9 **VERANDA BAY**
10 **AMENDED AND RESTATED**
11 **MASTER PLANNED DEVELOPMENT AGREEMENT**
12
13

14 **THIS AMENDED AND RESTATED MASTER PLANNED DEVELOPMENT**
15 **AGREEMENT**, (this "Development Agreement") is made and executed this ____ day of
16 _____, 2024 by and between the CITY OF FLAGLER BEACH, a Florida
17 municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach,
18 Florida, 32136, and the master developer of the Subject Property, PALM COAST
19 INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129
20 Springbank Lane, Suite 201, Charlotte, NC 28226 (The "Declarant").
21
22

23 **RECITALS.**
24

25 A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429,
26 Page 19, Public Records of Flagler County, Florida which rezoned and approved the
27 negotiated PUD Development Agreement (the "2005 Development Agreement") for a
28 mixed-use development affecting approximately 1,999 acres of land.

29 B. As negotiated in the 2005 Development Agreement, the owner conveyed
30 approximately 1,100 acres of land designated as environmental lands to Flagler County
31 for the purpose of public services, preservation, conservation, and public recreation for

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1 the benefit of citizens of Flagler County. In addition, the owner conveyed to the County
2 two parcels of land for a public boat ramp and for public safety. These lands conveyed
3 to the County are collectively called the "Public Land".

4 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
5 land (the "PUD Property") is permitted to be developed as a mixed-use development
6 and was annexed into the City of Flagler Beach, Flagler County, Florida, on the
7 Effective Date of this Agreement (**Exhibit "A"**).

8 D. The Declarant also owns two parcels of a land, totaling +/- 54.8 acres, which are
9 located directly adjacent to the PUD Property (**Exhibit "A"**) within the City (the
10 "Declarant Parcel") and which have a land use designation of residential uses.

11 E. The Declarant desires to amend the presently approved development plan for the
12 PUD Property and the Declarant Property (collectively, the "Subject Property; **Exhibit**
13 "**A**") by creating a single integrated mixed-use community providing for a marina and
14 other amenities.

15 F. Subsequent to the effective date of the 2005 Development Agreement, the
16 Declarant properly developed and conveyed a portion of the PUD Property (the
17 "Approved Properties"; **Exhibit "B"**) to third parties for uses including but not limited
18 to single-family residential lots.

19 G. The Declarant has the sole authority to amend the terms and conditions of the 2005
20 Development Agreement as permitted by law.

21 H. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as
22 Residential and Commercial on its Future Land Use Map.

23

1 I. Based upon the finding of facts and conclusions of law, the City Commission
2 determines that this Development Agreement is consistent with the City's
3 Comprehensive Plan, the City's Land Development Regulations (2024) (the "LDR"),
4 and that the conditions, terms, restrictions, and requirements set forth herein are
5 necessary for the protection of the public health, safety, and welfare of the citizens of
6 the City.

7 J. The City Commission further finds that this Development Agreement is consistent
8 with an exercise of the City's powers under the *Municipal Home Rule Powers Act*,
9 *Article VIII, Section 2(b) of the Constitution of the State of Florida*, Chapter 166,
10 *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

11 K. This is a non-statutory Development Agreement which is not subject to or enacted
12 pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

13 L. The Parties, therefore, desire to amend and restate the 2005 Development
14 Agreement affecting the Subject Property.

15 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and the
16 Declarant that the Declarant's rezoning application for a Master Planned Development is
17 approved subject to the Development Agreement's following terms and conditions:

18 **SECTION 1. RECITALS.**

19 The above recitals are taken as true, incorporated herein by this reference and form a
20 material part of this Development Agreement upon which the City and the Declarant have
21 relied.

1 **SECTION 2. REPRESENTATIONS OF DECLARANT.**

2
3 The Declarant hereby represents and warrants to the City that the Declarant is an owner
4 or authorized agent of the Subject Property in accordance with the title opinion or title
5 certification provided by the Declarant to the City issued by an attorney or title insurance
6 company licensed to provide services in the State of Florida, with said title opinion or
7 certification showing all liens, mortgages, and other encumbrances not satisfied or released of
8 record relative to the Subject Property.

9 **SECTION 3. THE PROJECT & MPD MASTER PLAN.**

10
11 (a) The Declarant shall continue to develop the Subject Property as a mixed-use
12 development generally consistent with the MPD Master Plan (**Exhibit “C”**) hereinafter
13 referred to as the “Project”.

14 (b) This Project is a mixed-use, low-density development focused on providing
15 significant Open Space, including preserved lands. The Project provides for low density
16 residential development, commercial development along State Road 100 ("SR100") and a
17 marina village. The residential uses shall include multiple types of housing opportunities such
18 as low density residential development, medium density multi-family uses, and high density
19 multi-family uses; none exceeding thirty five feet (35') in height. Property designated as
20 Commercial, generally located adjacent to SR100, is intended to provide shopping, office and
21 other commerce and economic development opportunities for the Project’s residents and the
22 general public. However, this area may also be developed into a mixed-use center where
23 residential uses are integrated with the general commercial uses to further the concept of
24 “work, shop and play”. The commercial area identified adjacent to the Intracoastal Waterway
25 (“ICW”) is intended to be developed into a commercial or private marina which may include

Ordinance No. 2024

1 a ship store, restaurants, retail uses or other commercial uses integrated with medium density
2 to high density residential uses. The Project will preserve a minimum of forty percent (40%)
3 of the Project (+/- 300 acres) as Open Space, which includes, but is not limited to, preserved
4 lands subject to passive recreation, buffers and wetlands. Recognizing that approximately
5 1,100 acres of land were previously dedicated to the County for (i) preservation, (ii) access to
6 the ICW, and (iii) public safety, the Parties agree that the Project benefits the entire Flagler
7 County community, including the residents of the City of Flagler Beach. The Project's density
8 and intensity are provided below.

9

Project	899 ac.
Residential units (max.)	2735 units (3.2 units/ac)
Commercial density	480,000 sq ft
Open Space (40%)	>300 ac.

10

11 (c) The MPD Master Plan is conceptual in nature and subject to change as
12 permitted by this Development Agreement. The locations of improvements are graphical in
13 nature and will be located as the Project is designed, permitted and approved by the City. For
14 example, the location of sidewalks, stormwater ponds, and other improvements noted on the
15 MPD Master Plan are not required to be constructed in the exact locations as shown. The
16 Parties agree that all such improvements will be engineered and located on each tract, or
17 portion thereof, as developed and subsequently approved by the City.

1 **SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN**
2 **APPROVAL, AND DEVELOPMENT REVIEW PROCESS.**

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3
4 (a) The City Commission, at its regular meeting on _____, 2024 and
5 pursuant to Ordinance 2024-__, adopted this Development Agreement affecting the Subject
6 Property.

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7 (b) The MPD Master Plan generally depicts the layout of the Project and delineates
8 the approximate property boundaries, Spine Road (as defined below), Project entrances,
9 general location of Tracts and intended uses, all of which may be further refined in the future
10 at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements
11 of the City’s Comprehensive Plan, the LDR and other City regulations, including but not
12 limited to City Ordinance 2024-06.

13 (c) The MPD Master Plan contains a level of detail satisfactory to permit the
14 Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval-of any
15 portion of the Subject Property [which shall be approved by the City](#).

16 (d) This Development Agreement (i) does not affect the entitlements, rights or
17 responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested
18 rights of the Approved Properties as provided in the 2005 Development Agreement and the
19 Approvals as defined by City of Flagler Beach Ordinance 2024-__ (the “Pre-Annexation
20 Agreement”).

21 (e) The development of the Project has commenced, satisfies all timing or phasing
22 requirements by the City’s Comprehensive Plan and LDR, and is therefore deemed to be
23 ongoing. Absent written notice from the Declarant to the City abandoning the Project or

1 terminating this Agreement, this Agreement shall not expire or lapse.

2

3 (f) The Parties agree and acknowledge that, in the event, the Declarant obtains title
4 to any portion of the Public Lands previously dedicated to the County, the Parties shall in good
5 faith annex such into the City, amend its land use designation and rezone the property in a
6 manner that is consistent with adjacent lands owned by the Declarant or its assigns.

7 **SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD**

8 **MASTER PLAN.**

9 Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway
10 systems, and other improvements generally depicted on the MPD Master Plan are anticipated
11 to change (“Minor Modifications”) and shall be approved by the City Manager or its designee
12 (the “Land Use Administrator” or “LUA”) during review of construction documents, site plans,
13 or Preliminary Plat for the Project or portions thereof, as long as the development standards
14 contained in this Development Agreement are maintained. Moreover, the Land Use
15 Administrator shall approve a Minor Modification in writing, without City Commission
16 approval, for modifications to the Development Agreement, MPD Master Plan and any
17 construction documents and Preliminary Plat for the Subject Property, provided that: (1) the
18 maximum building height and maximum number of residential units permitted are not
19 exceeded; (2) the Project setbacks from adjacent properties, [Bulow Creek](#) or buffers along John
20 Anderson Highway are not modified; or (3) the approved plans maintain the general
21 development standards in this Development Agreement. The Declarant may challenge the
22 LUA’s denial of a Minor Modification and, in writing, request a hearing before the City
23 Commission which will, in good faith, decide whether the change is deemed a Minor
24 Modification. Only proposed changes that affect criteria (1) thru (3) above shall require City

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1 Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*,
2 Chapter 163, or the City’s regulations. Otherwise, a Minor Modification or other change shall
3 be deemed to be de minimis and shall be approved by the LUA as provided above.

4 **SECTION 6. PERMITTED USES.**

5 The Declarant agrees to fully comply with the following uses and restrictions on the
6 Subject Property. The Declarant must develop the Project generally consistent with the MPD
7 Master Plan with the following approved uses on each Tract (**Exhibit “D”**), as provided by the
8 table below. The design standards for the permitted use on each Tract shall comply with design
9 standards provided in Section 12.1, Lot Dimensional Standards, below:

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
A	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
D	Residential	SFR, Town House, Multi-family
E	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Marina
F	Residential	SFR, Town House, Multi-family
G	Residential	SFR, Town House, Multi-family
H	Residential	SFR, Town House, Multi-family
I	Commercial	Mixed-Use, Commercial, Town House, Multi-family
J1 & J2	Commercial	Mixed-Use, Commercial, Town House, Multi-family
K	Residential	SFR, Town House, Multi-family
L	Residential	SFR
M	Residential	SFR

10
11
12 (a) **SFR:** The purpose of the Single-Family Residential (SFR) uses is to provide
13 areas for detached single-family dwellings and accessory use, including ancillary dwelling
14 units permitted by State statutes and the Declarant. SFR uses adjacent to the ICW or Bulow
15 Creek shall be permitted to construct docks in any configuration designated by the Declarant,

1 subject only to State and Federal permitting requirements.

2 (b) Town House: This use permits two or more attached or shared wall single-
3 family units. Town House may include fee simple or condominium ownership models. Town
4 House units may be constructed with one car garages, so long as minimum parking standards
5 are met. In addition, duplex homes under single ownership are permitted.

6 (c) Multi-family: The purpose of the multi-family use is to provide areas for
7 attached housing, and medium-density to high-density apartments or condominiums. These
8 uses also allow for assisted living or nursing homes.

9 (d) Commercial: This use is to provide areas for general commercial and office
10 uses to meet the community-wide demand for retail, services, business, and employment
11 opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional
12 permitted uses being amphitheaters, farmers markets, mooring docks and marina facilities.
13 Commercial uses may also include residential uses to establish mixed-use neighborhood nodes
14 consistent with Section 16, below.

15 (e) Mixed-Use: This use supports economic development by providing a specific,
16 defined location where multiple opportunities for working, shopping, entertainment, lodging,
17 and living are provided. Recognizing that Tracts may include both commercial and residential
18 uses, the mixed-use allows for designs to integrate commercial and residential (attached or
19 detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide
20 commercial uses on the first floor with residential above.

21 (f) Conservation: This use allows areas within the Project to generally remain in
22 their natural vegetative state upon which development may proceed with restrictions. The
23 use permitted to be developed in Conservation areas are restricted to: 1) open space parks,

1 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The
2 Conservation use designation shall be permitted on any Tract despite not being designated
3 in the table above.

4 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
5
6 **INTERCONNECTIVITY.**

7
8 (a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic
9 circulation systems within the Project and within adjacent right-of-way(s). All uses shall have
10 access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated
11 road. The City, but not the general public, shall be granted access at all times to all private
12 roadways to ensure that public safety is maintained.

13 (b) During the subsequent design and development stage of the Project, the
14 Declarant shall coordinate with the Flagler County School District for a school bus stop
15 location.

16 (c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be
17 a public right-of-way. The MPD Master Plan depicts various Tracts intended for development
18 accessing the Spine Road, the final location of such is at the sole discretion of the Declarant.
19 The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for
20 the benefit of the general public, and as generally depicted on **Exhibit “E”**.

21 (d) Vehicular and pedestrian access from the Project to Palm Drive shall be
22 expressly prohibited.

23 (e)

24 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**
25

1 following on-site improvements at the Declarant’s sole and exclusive expense as a condition
2 of this Development Agreement, and in addition to the payment of all impact fees relating to
3 the development of the Subject Property, unless otherwise provided for herein:
4

5 i. Private Improvements: The parking areas; utilities; master stormwater
6 system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

7 ii. The Declarant agrees that the City has shown an essential nexus between
8 a legitimate City interest and the conditions, if any, imposed herein. The Declarant further agrees
9 that all proposed conditions are roughly proportional to the impact the development will have
10 upon the public, based upon an individualized determination by the City that the required
11 conditions are related in both nature and extent to the impacts of the proposed Project.

12 iii. Nothing herein shall be deemed a prohibited exaction under *Florida*
13 *Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

14 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
15 integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The
16 Declarant shall require homeowners to construct community sidewalks a minimum of five (5)
17 feet wide on at least one side of the internal roadway system, as may be determined by the
18 Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of
19 the Project, as permitted by governmental permits for the purpose of providing recreational
20 opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight
21 foot (8’) multi-use trail along the Spine Road connecting SR100 to John Anderson Highway
22 as generally depicted on the MPD Master Plan and **Exhibit “E”**.

23 (d) Access: Ingress and egress to the Project shall be provided, constructed, and
24

1 dedicated to the City as a public roadway between SR100 and John Anderson Highway, as
2 generally depicted on the MPD Master Plan (the “Spine Road”). Prior to dedication, at the
3 Declarant’s sole discretion, Declarant (or its assigns) may reserve an easement over the Spine
4 Road for purposes of signage, enhanced landscape maintenance, Tract access and construction.
5 Moreover, the development of Tracts may be gated from the Spine Road and other public rights
6 of way. The cost of design and construction of the Spine Road shall be eligible for transportation
7 impact fee credits on a dollar-for-dollar basis.

8 (i) Spine Road Construction. If after the 600th home is
9 completed within the residential areas of Veranda Bay, the construction of the Spine Road
10 connection from State Road 100 to John Anderson Highway has not commenced, no further
11 building permits will be issued for new home construction until the Spine Road construction is
12 complete. –

13 permitting, constructing, and maintaining the means of conveyance of stormwater runoff within
14 the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater
15 facilities that are necessary to convey and treat stormwater runoff (the “Stormwater System”), as
16 generally depicted on **Exhibit “F”**. This is graphical in nature, subject to change and intended to
17 only provide a conceptual model subject to final permitting including but not limited to the City’s
18 preliminary plat approvals.

19 (f) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
20 including the public boating facility land to Flagler County, and (ii) the active and passive recreational
21 obligations found herein, the Project satisfies the City’s Comprehensive Plan and the City’s
22 recreational level of service. Notwithstanding, the Declarant shall provide one or more active
23 recreational facilities west of John Anderson Highway for the benefit of the Project’s residents.

1 Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the
2 southwest portion of the Project through the parcel currently owned by the County or an equivalent
3 property.

4 (g) Community Development Districts: The City agrees and acknowledges that
5 the Annexed Property is subject to the Gardens at Hammock Beach Community Development
6 District, Flagler County, Florida (“District”), Chapter 190, *Florida Statutes*, which was
7 initially established by Flagler County. The City agrees that it shall accept and acknowledge
8 the powers granted to the District pursuant to State law. The City agrees to execute all
9 documents that may be necessary or take any action necessary to transfer the local government
10 jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and
11 acknowledges that it will, in good faith, assist the Declarant, at Declarant’s sole discretion, to
12 amend the District’s existing boundaries. The City shall, at the request of the Declarant, assist
13 the Declarant to establish an additional community development district governing that portion
14 of the Annexed Property west of John Anderson Highway, which shall be permitted to finance,
15 fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain
16 projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*,
17 including but not limited to, any transportation improvements that may be required by this
18 Development Agreement or other permit.

19 (h) Agriculture/Silviculture: The Subject Property has been and will continue to
20 be used for silviculture purposes. Silviculture activities may continue to occur on the Subject
21 Property until that portion of the Subject Property approved for development obtains all
22 necessary permits and construction commences. All silviculture activities shall continue to
23 comply with all Federal and State requirements. All silviculture activities shall comply with
24

1 the State of Florida Division of Forestry Best Management Practices. The Subject Property
2 shall therefore remain eligible for all agricultural exemptions as provided by law.

3 **SECTION 10. DEVELOPMENT STANDARDS.**

4 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless
5 provided for elsewhere in this MPD Agreement. The calculation of minimum parking space
6 requirements for the development of any Tract or subsequently platted lot may include excess parking
7 spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both
8 is satisfied. Additionally, the Declarant may have shared parking facilities serving more than one use
9 or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-
10 uses will have different peak hour parking demands and sufficient parking will be provided as required
11 by the LDR. The calculation of minimum parking space requirements for the development of any
12 Tract may be determined by the Declarant, subject to the recommendation of a duly licensed traffic
13 engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by
14 the Declarant.

15 (b) Open Space: Minimum open space shall be forty percent (40%) of the Project in its
16 entirety. Tracts may be developed with less open space, so long as the aforementioned requirement
17 for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined
18 therein shall be approved by the Land Use Administrator. Open space shall be maintained by either
19 the Community Development District, a property owners association, a mutually agreeable
20 conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this
21 Development Agreement and the prior conveyance of the Public Lands, the City's open space
22 requirements provided in its Comprehensive Plan, LDR and other regulations is satisfied.

23 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste
24 water and reuse improvements being served by the City to the City, pursuant to the City's
25 Ordinance No. 2024

1 standard utility agreement. The City shall not charge fees to a community development district
2 or a property owners association for the use of City reuse water for common areas.

3 (d) Transportation: The Parties accept the traffic study performed by Chindalur
4 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are
5 incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply
6 with Florida Department of Transportation requirements for its impacts to SR100. As for
7 impacts to John Anderson Highway, the Declarant shall construct improvements as provided
8 in the Transportation Study and as depicted on the MPD Master Plan (“Traffic Improvements”)
9 at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated
10 for all the cost of design, permitting and construction of all required Traffic Improvements
11 identified in the Transportation Study. The Project shall be deemed vested and no additional
12 off site transportation improvements shall be required to be constructed by the Declarant.

13 (e) Drainage: The Declarant shall construct and maintain a stormwater
14 management system that provides treatment and attenuation as required by St. Johns River
15 Water Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches
16 shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater
17 detention facilities shall be designed to meet the water quality and attenuation requirements of
18 SJRWMD. Any impact to a flood zone shall be solely regulated by SRJRMD, FEMA or other
19 applicable State and Federal agencies. Permits issued by these agencies shall be determinative
20 that the proposed impact satisfies any and all City regulations, codes and ordinances, including
21 but not limited to the City’s Comprehensive Plan. As provided in the Pre-Annexation
22 Agreement and upon request, the City shall timely cooperate with Declarant to obtain a
23 CLOMR(s) or LOMAR(s) as issued by FEMA.
24

1 (f) Landscaping, Tree and Vegetation Protection: Landscaping
 2
 3 requirements adjacent to SR100 and John Anderson Highway shall be subject to this
 4 Development Agreement and the LDR. All other landscaping design and requirements shall
 5 comply with those standards provided in Exhibit "I" which may be amended from time to time.
 6 ~~be at the sole discretion of the Declarant.~~ No potable water shall be used for irrigation after
 7 sufficient stormwater or reclaimed water source becomes available in adequate quantities.

8 Efforts to preserve and enhance the Project's design will be achieved, by the Declarant,
 9 through adjustments of building, parking, roadway and stormwater locations and through
 10 supplemental landscaping that will blend with the natural look yet carefully accentuate the
 11 residential areas, entrances, and other common spaces. General landscaping around parking
 12 lots, roadways, entrances, residential and commercial buildings, and other common areas will
 13 be landscaped with ornamental and native plant materials when possible. Within residential
 14 common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist
 15 of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include
 16 those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list
 17 of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants
 18 (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture
 19 and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or
 20 Florida Department of Environmental Protection. All ornamental landscape beds and lawn
 21 areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for
 22 further refinement of site development, and landscaping.

23 The Declarant shall require (i) three (3) ~~two (2)~~ shade trees for each single-family
 24 detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree

1 and vegetation protection, removal, conservation, and mitigation requirements shall be
 2 governed by this Development Agreement. In consideration of (i) the approximately 1,100
 3 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space
 4 required for the Project as provided in Section 10(b) above, (iii) the Declarant’s significant
 5 commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant’s
 6 commitment herein to require three (3)-2 shade trees for each single-family detached lot, (v)
 7 the Declarant’s commitment herein to incorporate drought-tolerant vegetation and (vi) the
 8 Declarant’s commitment to a significant investment in a reuse water distribution system, the
 9 removal of trees and vegetation shall be allowed to the extent the removal of such is necessary
 10 as solely determined by the Declarant, to provide infrastructure, stormwater, utilities,
 11 recreational opportunities, or

12 finished lots. Mitigation for tree and vegetation removal shall not be required.

13
 14 The Declarant, at its option, may erect fences or walls up to eight (8) feet high along
 15 all parts of the perimeter of the Subject Property ~~except~~except for areas in a conservation
 16 easement. In addition, a Community Development District or Property Owners Association or
 17 Home Owners Association shall be permitted to use temporary wells for the Project’s irrigation
 18 until sufficient reuse is available subject only to permits issued by the state or federal agencies.

19 Notwithstanding the foregoing, private wells shall be prohibited on individual single-family
 20 lots.

21 ~~(i) John Anderson Buffer. The Developer will voluntarily~~shall provide a 25-
 22 foot minimum and 50-foot average buffer along the limits of the Project boundary that
 23 coincides with the John Anderson Highway right of way.

24 (g) Lighting: All lighting, including but not limited to all pole mounted lighting,

1 shall be designed to minimize light pollution to off-site properties and to comply with the LDR,
2
3 unless otherwise agreed to by the LUA. In addition, development within one hundred feet
4 (100') from Bulow Creek shall be encouraged to use low level lighting shielded from view to
5 minimize its impact to the natural environment.

6 (h) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre
7 parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.
8 Fire protection requirements for the Project will be met through a system of fire hydrants installed on
9 the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall be
10 shown on all construction documents, technical site plans, or preliminary plats. The Project shall
11 comply with the City's fire protection requirements. The City will provide fire protection services to
12 the Project in accordance with established local response agreements.

13 (i) Utilities: The Declarant shall not be responsible for any costs associated with the
14 extension of City utilities to the Subject Property that may be required to serve this Project.
15 Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine
16 Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

17 (j) Interconnectivity and Access: All units within the Project shall be
18 interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The
19 Project shall provide and maintain the minimum number of access drives onto John Anderson
20 Highway, as generally depicted on the MPD Master Plan.

21 (k) Wetlands: Wetland permitting, including their impacts and/or mitigation, for the
22 Project may occur and shall only be subject to Federal and States permits which the City shall accept.
23 The City agrees that any approval, impact or effect to wetlands, wetland buffers, and wetland setbacks
24 provided by said permits shall be accepted by the City and deemed consistent with the City's

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1 Comprehensive Plan. The Project shall therefore be exempt from Section 4 of the LDR.

2 (i) Bulow Creek Buffer. The Developer will voluntarily provide a 25-foot
3 minimum and 75-foot average buffer along the limits of the Project boundary that coincides with
4 Bulow Creek. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as
5 generally depicted in Exhibit “G”.

6 (b)(1) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The
7 design and intent of signage is to ensure adequate means of communication through signage while
8 maintaining the attractive visual appearance within the Project. Signage shall meet the following
9 requirements:

10 (i) Gateway Signage and Entrance Features. Signage located at the
11 primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum
12 height of twenty (20) feet with a maximum signage area of one hundred sixty (160)
13 square feet. A maximum of two (2) gateway signs shall be permitted for any primary
14 entrance. An entrance feature may be designed in conjunction with the entrance signage
15 or it may occur separately. Any entrance feature shall have a maximum height of twenty
16 (20) feet.

17 (ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any
18 internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a
19 maximum signage area of one hundred (100) square feet. Any entrance features shall have a maximum
20 height of twenty (20) feet.

21 (iii) Commercial Signage. Ground signs shall be permitted for the
22 commercial area of the Project with a maximum signage area per sign of three hundred twenty (320)
23 square feet and a maximum height of thirty (30) feet. Additional commercial signage and wall signage
24

1 shall be permitted, including signage at the Marina and Intracoastal Waterway.

2 (iv) Signage Area. Signage area shall be calculated using the actual text and, if
3 applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage
4 area square feet restriction, but shall meet the height restrictions set forth above.

5 (v) Entrance Features. Walls, architectural icons, water features, landforms,
6 landscaping, or other effects which announce and signify arrival are permitted for the signage on the
7 Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured
8 from the bottom to the top of the sign copy area.

9 (vi) Ground signage provided for in this section shall be permitted be constructed
10 in the public right of way.

11 ~~(m)~~ Temporary Facilities/Model Homes: Temporary support facilities shall be
12 permitted for a period of ten (10) years, at which time sales offices, model homes, development
13 trailers and real estate offices shall be transitioned into a permanent use within the Project. This
14 time period may be extended for successive periods of three (3) years by the LUA. Temporary
15 support facility approval and extension shall be processed by the LUA. The initial application
16 for temporary support facilities will be reviewed and approved by City Staff. Following City
17 Staff approval, a building permit application will be submitted to the City Building Department
18 for review and approval. Residential units may be used as model homes and sales centers
19 (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and
20 operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited
21 to properties located within the Project. Construction and Certificates of Occupancies shall be
22 issued consistent with the City and State rules, regulations, and codes for residential structures.
23 Model homes shall not be deemed commercial activities. The City shall permit the construction

1 of Model Homes during the development of a Tract so long as a stabilized subbase of an
2 adjacent roadway is available.

3 ~~(m)~~(n) Rental Program: Developer reserves the right to place all or any portion of the
4
5 Project's ~~residential units~~units located in zoned Commercial on the MPD Master Plan, in long
6 term, short term, resort residential, or resort condominium rental programs operated by
7 Declarant, its affiliates or any third-party rental program operators approved by the Declarant.

8 Otherwise, short term vacation rentals shall be prohibited.

9 ~~(n)~~(o) Marina: The Marina located on Tract E, shall only be governed by permits issued
10 by State and Federal agencies. The City agrees that said permits shall be deemed to be consistent with
11 the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina
12 shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art
13 IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and
14 dry slips, transient or permanent slips, fueling facilities, a boat ramp and any uses permitted as a
15 commercial use. Subject to the above, the design, permitting and construction of the Marina shall be
16 exempt from any City code or regulation, except its fire and building codes. For purposes of this
17 Agreement dry slips shall be spaces not in or above the water used to park or store marine vessels.

18 ~~(o)~~(p) Age Restrictions: Nothing in the Development Agreement shall prohibit any age
19 restriction requirements or use permitted by Federal or State law.

20
21 ~~(p)~~(q) Accessory Uses: Typical residential accessory uses will be allowed, including but not
22 limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks. Accessory
23 uses and structures will be allowed in accordance with this Development Agreement, provided such
24 uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or

1 principal use of a structure. Accessory uses or structures contained within or attached to the building
2 containing the principal use shall be considered a part of the principal building and not an accessory
3 building and shall meet the same requirements for setbacks as the main use structure. However, pools,
4 covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the
5 principal use structure, may be constructed up to a minimum of ~~three (3)~~ five (5) feet from the rear or
6 side property boundary. In no case shall the water's edge of a swimming pool be located closer than
7 five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical
8 equipment, utility meters and other mechanical or utility service features may be located in any required
9 side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure,
10 excluding yard ornaments, shall be located within the required front yard.

11

12 **SECTION 11. PHASING OF DEVELOPMENT.**

13 (a) The Project may be developed in multiple phases. Prior to the issuance of any
14 permit for any phase of the Project (and prior to any construction of any improvement,
15 building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat
16 or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to
17 support the proposed uses, including water and wastewater service, drainage, private roads,
18 vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase
19 that is constructed on the Subject Property shall be constructed concurrently with, or prior to
20 construction of that phase of the Project, as approved by the City, and prior to the issuance of
21 building permits for that phase. Adequate emergency vehicle access and turnarounds shall be
22 provided at all times.

23 (b) Roadways shall be constructed concurrently with development of adjacent lots

1 to ensure that contiguous roadways are available at all times prior to the issuance of any
 2 building permits for that phase. To avoid unnecessary construction and repair costs, internal
 3 sidewalks shall be constructed adjacent to each residential lot at the time the home is
 4 constructed and prior to the Certificate of Occupancy, and each home’s building permit shall
 5 be conditioned on this requirement. Model Homes shall be exempt from this standard until no
 6 longer being used as such at which time the owner shall construct the required sidewalk.

7 (c) The City may issue permits for clearing, grading and earthwork for portions of
 8 the Subject Property before approving final construction plans, however, all Federal and State
 9 permits relating to land clearing, grading and earthwork must be obtained.

10 (a) Lot Dimensional Standards: Dimensional standards for each use shall comply with
 11 the LDR except as follows:
 12
 13

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings***	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height****	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback	10'	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'

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Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio**	80%	80%	80%**	80%**

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*Except as provided in Section 10, above.

**Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

*** Shall be measured as the distance between walls of adjacent structures.

**** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	80'***
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height****	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Maximum Floor Area Ratio*	100%
Max. Impervious Surface Ratio*	80%**

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* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

**Minimum open space shall be forty percent (40%) of the entire MPD gross area.

*** If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

**** In the even the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

1 The Declarant acknowledges and agrees that the City has enacted citywide impact fees,
2 and may in the future increase the amount of those fees. The Declarant acknowledges that the
3 Project shall be subject to all fees in effect at the time of permitting. Notwithstanding the above,
4 the Declarant shall not be charged impact fees for the marina wet slips or dry slips.

5 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

6 To ensure the long-term maintenance and control of common areas, the Declarant shall
7 dedicate such areas to (i) the existing community development district, (ii) a property owners
8 association or (iii) other entity accepted by the LUA (collectively the “Association”).

10 **SECTION 16. CONVERSION OF USES.**

11 The Declarant may increase or decrease the amount of a particular land use without modifying
12 or amending this Development Agreement or the MPD Master Plan, but only within the minimum and
13 maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit “H”**,
14 provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time
15 of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify
16 the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any
17 modification to this Development Agreement shall incorporate all changes previously made pursuant
18 to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the
19 conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as
20 **Exhibit “H”**, and (ii) such converted uses are consistent with the uses allowed under by this
21 Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved
22 land uses provided for herein shall be consistent with the City’s Comprehensive Plan, which may
23 require a small scale comprehensive plan amendment as more particularly described in Section
24 163.3187, Florida Statutes.
25

1 **SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
2
3 **CONFLICT RESOLUTION.**

4 (a) In the event of a breach of this Agreement by either Party, the other party hereto
5 shall have all rights and remedies allowed by law, including the right to specific performance
6 of the provisions hereof.

7 (b) In the event that a dispute arises between the Parties, the City and Declarant
8 shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage
9 in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within
10 thirty (30) days of either party making a written request to the other. If the Parties fail to agree
11 to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally
12 pay all costs of mediation.

13 **SECTION 18. NOTICES.**

14 (a) All notices required or permitted to be given under this Development
15 Agreement must be in writing and must be delivered to the City or the Declarant at its address
16 set forth below (or such other address as may be hereafter be designated in writing by such
17 party).

18 (b) Any such notice must be personally delivered, sent by certified mail, or
19 overnight courier

20 (c) Any such notice will be deemed effective when received (if sent by hand
21 delivery receipt required,) or on that date which is ten (10) days after such notice is deposited
22 in the United States mail (if sent by certified mail).

23 (d) The Parties' addresses for the delivery of all such notices are as follows:

24 As to the City: City Manager
25 Ordinance No. 2024

1 City of Flagler Beach
2 City Hall
3 105 S. 2nd Street
4 Flagler Beach, FL 32136
5

6
7 As to the Declarant: PALM COAST INTRACOASTAL, LLC,
8 Attn: Kenneth Belshe
9 3129 SPRINGBANK LN 201
10 CHARLOTTE, NC 28226
11

12 With copies to: Michael D. Chiumento III, Esq.
13 Chiumento Law, PLLC
14 145 City Place, Suite 301
15 Palm Coast, FL 32164
16

17 **SECTION 19. SEVERABILITY.**

18 The terms and provisions of this Development Agreement are not severable. However,
19 in the event any portion of this Development Agreement shall be found to be invalid or illegal,
20 then the remaining portions of the Development Agreement shall remain valid and binding on
21 the Parties.
22

23 **SECTION 20. SUCCESSORS AND ASSIGNS.**

24 This Development Agreement and the terms and conditions hereof shall be binding upon and
25 inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms
26 and conditions of this Development Agreement similarly shall be binding upon the Subject Property
27 and shall run with the land and the title to the same.
28

29 (b) This Development Agreement touches and concerns the Subject Property.

30 (c) The Declarant has expressly covenanted and agreed to this provision and all other terms
31 and provisions of this Development Agreement.

32 **SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

33 Ordinance No. 2024
34 _____
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1 (a) This Development Agreement shall be governed by and construed in
2 accordance with the laws of the State of Florida.

3 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for
4 Flagler County, Florida, or the Middle District if in Federal court.

5 (c) The Declarant shall fully comply with all applicable State, and Federal
6 environmental regulations and all other laws of similar type or nature.

7 (d) If State or Federal laws are enacted after execution of this Development
8 Agreement which are applicable to and preclude the Parties' compliance with this
9 Development Agreement, this Development Agreement shall be modified as necessary to
10 comply with the relevant law.

11

12 **SECTION 22. TERM/EFFECTIVE DATE.**

13 (a) This Development Agreement shall be effective upon approval by the City
14 Commission and execution of this Development Agreement by all Parties (the "Effective
15 Date").
16

17 (b) This Development Agreement will expire 30 years from the Effective Date
18 unless renewed in writing by the Parties.

19 **SECTION 23. RECORDATION.**

20 Upon approval by the City Commission and execution of this Development Agreement
21 by all Parties, this Development Agreement and any and all amendments hereto shall be
22 recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14)
23 days after its execution by the City, and the Development Agreement shall run with the land.
24

1 The Declarant shall pay the costs to record this Development Agreement.

2 **SECTION 24. THIRD PARTY RIGHTS.**

3
4 This Development Agreement is not a third-party beneficiary contract, and shall not in
5 any way whatsoever create any rights on behalf of any third party.

6 **SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

7
8 (a) Strict compliance shall be required with each and every provision of this
9 Development Agreement. The Parties agree that each has the remedy of specific performance
10 of these obligations.

11 (b) Time is of the essence to this Development Agreement and every right or
12 responsibility required herein shall be performed within the times specified.

13

14 **SECTION 26. ATTORNEYS' FEES.**

15 In the event of any action to enforce the terms of this Development Agreement, the
16 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all
17 costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the
18 trial, or appellate level.

20 **SECTION 27. FORCE MAJEURE.**

21 The Parties agree that in the event that the failure by either party to accomplish any
22 action required hereunder within a specific time period ("Time Period") constitutes a default
23 under terms of this Development Agreement, and if any such failure is due to any unforeseeable
24 or unpredictable event or condition beyond the control of such party, including, but not limited
25 to: acts of God, acts of government authority (other than the City's own acts), acts of public

1 enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials,
2 injunction or other court proceedings beyond the control of such party, or severe adverse
3 weather conditions (“Uncontrollable Event”); then notwithstanding any provision of this
4 Development Agreement to the contrary, that failure shall not constitute a default under this
5 Development Agreement and any Time Period prescribed hereunder shall be extended by the
6 amount of time that such party was unable to perform solely due to the Uncontrollable Event.

7 **SECTION 28. INDEMNIFICATION.**

8 The Declarant shall indemnify and save the City harmless from and against any and all
9 damages caused solely by the Declarant’s development of the Subject Property as provided in
10 this Development Agreement. This provision shall exclude any damages arising out of a third
11 party challenging this Development Agreement or any subsequent development order issued
12 by the City affecting the Subject Property as defined by State statute.

13 **SECTION 29. ENFORCEMENT: CITY’S RIGHT TO TERMINATE DEVELOPMENT**
14 **AGREEMENT.**

16 (a) This Development Agreement shall continue to be enforceable, unless lawfully
17 terminated, notwithstanding any subsequent changes in any applicable law.

19 (b) The failure by the Declarant to perform its material obligations hereunder shall
20 constitute a default, entitling the City to pursue whatever remedies are available to it under
21 Florida law or equity, including, without limitation, an action for specific performance and/or
22 injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the
23 City filing any action or terminating this Development Agreement as a result of a default under
24 this Development Agreement, the City shall first provide the Declarant written notice of said

1 default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period
2 in which to cure the default to the reasonable satisfaction of the City prior to the City filing an
3 action or terminating this Development Agreement. If ninety (90) days is not considered by
4 the Parties to be a reasonable period in which to cure the default, the cure period shall be
5 extended to such cure period acceptable to the City, but in no case shall that cure period exceed
6 one hundred and eighty (180) days from initial notification of default. Upon the judicial
7 termination of the Development Agreement, the Declarant shall immediately be divested of all
8 rights and privileges granted hereunder.

9 **SECTION 30. CAPTIONS.**

10 Sections and other captions contained in this Development Agreement are for reference
11 purposes only and are in no way intended to describe, interpret, define, or limit the scope,
12 extent or intent of this Development Agreement, or any provision hereof.
13

14 **SECTION 31. EXHIBITS.**

15 Each exhibit referred to and attached to this Development Agreement is an essential part of
16 this Development Agreement. The exhibits and any amendments or revisions thereto, even if not
17 physically attached hereto, shall be treated as if they are part of this Development Agreement

18 **SECTION 32. INTERPRETATION.**

19 (a) The Declarant and the City agree that all words, terms and conditions contained
20 herein are to be read in concert, each with the other, and that a provision contained under one
21 (1) heading may be considered to be equally applicable under another in the interpretation of
22 this Development Agreement.
23

24 (b) This Development Agreement shall not be construed more strictly against either
25 party on the basis of being the drafter thereof, and both Parties have contributed to the drafting

1 of this Development Agreement.

2 **SECTION 33. FURTHER ASSURANCES.**

3
4 Each party agrees to sign any other and further instruments and documents consistent
5 herewith as may be necessary and proper to give complete effect to the terms of this
6 Development Agreement.

7 **SECTION 34. COUNTERPARTS.**

8
9 This Development Agreement may be executed in any number of counterparts, each of
10 which shall be deemed an original, but all of which, taken together, shall constitute one (1) and
11 the same document.

12 **SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

13
14 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
15 provisions herein shall be made by the Parties only in writing by formal amendment, and (2)
16 This Development Agreement shall not be modified or amended except by written agreement
17 executed by all Parties hereto and upon approval of the City.

18 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed
19 a waiver of any such right and shall not affect the right of such party to exercise at some future
20 date any such right or any other right it may have.

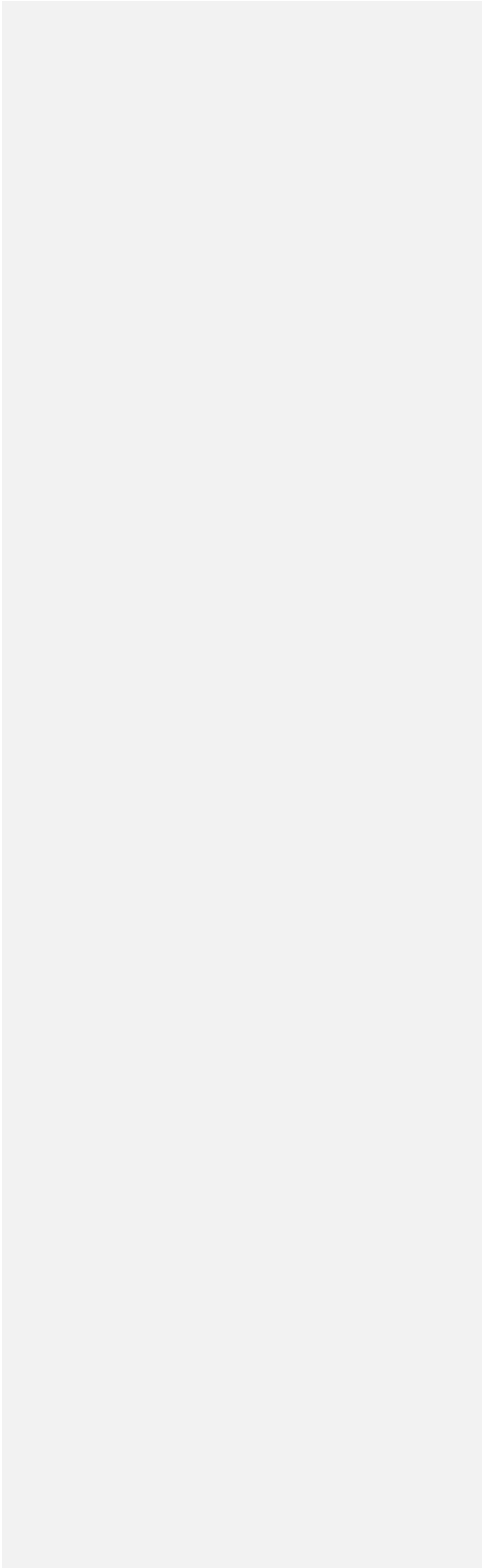
21 **SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

22
23 This Development Agreement constitutes the entire agreement between the Parties and
24 supersedes all previous oral discussions, understandings, and agreements of any kind and
25 nature, as between the Parties relating to the subject matter of this Development Agreement.

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(SIGNATURES INTENTIONALITY TO NEXT PAGE)



Ordinance No. 2024

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IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

Ordinance No. 2024

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WITNESSES:

“DECLARANT”
PALM COAST INTRACOASTAL, LLC

By: _____
William G. Allen, Jr., Manager

(print)

(print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by William G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

Ordinance No. 2024

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CITY OF FLAGLER BEACH

NOTICE OF PUBLIC HEARING

Section 8, Item a.

The City Commission proposes to adopt Ordinance No. 2024-16 entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 899.09 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 17, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, OCTOBER 24, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 230. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

LOCATION MAP

