



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, December 12, 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
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 and Workshop Meetings of November 14, 2024.
- b. Approve an Interlocal Agreement between the Flagler County Supervisor of Elections and the City of Flagler Beach for the 2025 Municipal Election.
- c. Approve the 2025 Commission Meeting Schedule.
- d. Approve the 2025 City Holiday Schedule.

7. General Business

- a. Consider appointments to the Planning and Architectural Review Board.
- b. Consider an appointment to the Finance Committee.
- c. Consider appointments to the Personnel Advisory Review Board.
- d. Resolution 2024-55. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-1024 Refurbishment of City Parking Lot #3 S. Central Avenue & S. 8th Street to DDS Enterprises, LLC in an amount not to exceed \$147,000, providing for conflict and an effective date.
- e. Resolution 2024-69. A Resolution of the City Commission of the City of Flagler Beach, Florida, authorizing a loan from Regions Capital Advantage, Inc. in an aggregate principal amount of not to exceed \$21,000,000 for the purpose of providing financing for the repair and replacement of damaged portions of the Flagler Beach Fishing Pier as described herein; approving the form of and authorizing the execution and delivery of a loan agreement; authorizing the execution and delivery of the City of Flagler Beach, Florida Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 to evidence the City's obligations under the loan agreement, such note to be a limited obligation of the City, payable from legally available non-ad valorem revenues budgeted, appropriated and deposited into the City's Debt Service Fund; providing for the rights and securities of the owner of the note; making certain other covenants and agreements in connection therewith; providing for severability; and providing for an effective date.

- f. Direction to staff regarding the development of an ordinance that establishes regulations, inspections, enforcement and fees related to fats, oil and grease (FOG) in the City’s wastewater system.
- g. Resolution 2024-70. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2024-51, which adopted the FY 24/25 Budget, to reflect a Budget Amendment to Amend the Appropriated Fund Balances for 2024/25; providing for conflict, providing an effective date hereof.
- h. Resolution 2024-71. A Resolution by the City of Flagler Beach, Florida, accepting the proposal from Catalyst Design Group Inc., for Wickline Park consulting services; providing for conflict and an effective date.
- i. Resolution 2024-72. A Resolution by the City of Flagler Beach, Florida approving a Flagler County Capital Project Funding Agreement between Flagler County and the City of Flagler Beach for the Flagler Beachwalk Project; providing for conflict and an effective date.

8. Public Hearings

- a. Consider Application PVAR24-0001 - requesting a Variance from the Land Development Regulations Article II, Section 2.05.08.1.(a) All single-family dwelling units shall have a minimum of nine-hundred (900) square feet of livable enclosed floor space, exclusive of open porches and garages. The application is for a 624 square feet of enclosed floor space. Subject property is identified as Parcel ID # 18-12-32-2750-00300-0220 also known as 2109 South Flagler Avenue.
- b. Consider application PSPE25-0001: for a special exception use to utilize the building at 2501 Moody Boulevard, Unit A as a church in the Highway Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. Applicant: Coastal Family Church Representative: Patrick Jordan Farrell.
- c. 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 - final reading.
- d. 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 - final reading.
- e. 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 - final reading.
- f. Ordinance 2024-23, and Ordinance of the City of Flagler Beach, Florida, amending the City of Flagler Beach Code of Ordinances, Appendix “A” “Land Development Regulations, Article V, “Development Design Standards” relating to certain fees and charges related to water service; providing for severability; providing for codification, conflicts and 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.



CITY COMMISSION WORKSHOP MEETING MINUTES

Thursday, November 14, 2024 at 5:00 PM

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

PRESENT: Mayor Patti King, Chairman 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:** Chair Spradley called the meeting to order at 5:00 PM.
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 page to the flag.
3. **General Business**
 - a. Discussion regarding Veranda Bay Master Plan Development Agreement. Chairman Spradley suggested they review the document page by page.
 - Page 5: Commissioner Cooley noted the numbers had not changed regarding residential and commercial.
 - Page 6: Attorney Smith referred to the expiration date now seen in the document, as requested by the Commission.
 - Page 9: Mayor King questioned if the prohibition of docks should be limited to single family residential. Attorney Smith recalled there would be a community dock available for the residents. Commissioner Mealy referred to page 14, “verbiage was added maximum of three docks.” She thought the wording was conflicting. Attorney Smith clarified it refers to community docks.
 - Page 12: Commissioner Sherman asked if the pedestrian paths could be made part of the current trail system.
 - Page 13: Commissioner Mealy referred to Section E, Spine Road. Referencing the submission of a building permit for the 600th home before the spine road is constructed. She felt it would be a compromise to create an access road for the trucks then after the 600th home the road would be built. Commissioner Sherman expressed concern regarding the truck’s ingress and egress onto SR 100. It was suggested the developer work with FDOT to make the light a four-way stop light. It is currently a three-way stop light.
 - Page 14: Mayor King asked for clarification regarding lines three through seven where it refers to the city will be responsible for building three parks; is that the intent of the developer. Attorney Smith reported the developers are dedicating land for the purpose of a park but it does not give the City a deadline of when the park will be built.
 - Page 16: Commissioner Cooley and Mayor King felt 10 years for free re-use water is excessive.
 - Page 17: Commissioner Sherman referred to the impacts to the flood zone. There are areas considered A/E high flood zone. He asked what are the plans outside of the SJRWMD requirements to alleviate stormwater and to mitigate the impact to the area. He asked if they would consider building homes on stilts. Commissioner Belhumeur suggested building up on a crawl space.

Mr. Belshe responded SJRWMD, will not allow them to impact a flood zone without compensatory storage. He also explained the development also has to be approved through

FDEP and the Army Corps. He is hoping those agencies will allow for the homes to be built up on a crawl space type, like they have done in the Panhandle of Florida which will allow for the water to run and decrease the amount of compensatory storage needed to build on the land to allow for the homes in an AE Zone. Commissioner Mealy felt strongly there should be language in the document concerning flooding.

Commissioner Mealy referred to page 17, line 14-15, “no potable irrigation shall be used after reuse comes available.” On page 18, it reads “all ornamental shrubs and lawns will have supplemental irrigation.” She needed clarification regarding what would be the supplemental irrigation. Mr. Chiumento responded, the development will have a well and stormwater ponds to be used as supplemental irrigation until sufficient re-use water is available.

Page 18/19: Mayor King referenced, “36-inch oaks” and asked why other hardwoods were not incorporated in this section. Commissioner Belhumeur thought 36-inch tree is a large tree and hoped that specimen trees might be incorporated in the agreement. Chairman Spradley suggested the Commission request to lower the circumference of the tree and to add other hardwoods to the section. Commissioner Cooley’s feeling was the wording was very non-committal. The wording is “they will make every effort.” Attorney Smith explained, there will be trees where roads are planned which is why we have the compensatory language like any other builder in our town.

Page 20: Mayor King wants the signage be in line with the City’s code. Commissioner Mealy also felt the signage was very different than our code. Mr. Belshe clarified it would be an entrance feature sitting off the road by the guard house. Discussion centered around the square footage of the sign and where the sign will be located; the limitation on size signage; grandfathering in the entrance feature because the cost of the architectural drawings have already been included. Chairman Spradley suggested the drawings and the wording of the plan match.

Page 20: Chairman Spradley referred to line 16 asked why the word voluntarily was used. He asked the word be deleted.

Page 25/26: Commissioner Mealy referred to the lot sizes, widths, etc. do not match the City’s current code. Ms. McClenning, City Planner, explained in allowing clustering developments allows for open space. The City’s minimum lot size is 5,000 square feet.

Commissioner Mealy did not see anything about a fence in the plan. She would prefer trees instead of a fence or a wall buffer. Mr. Belshe reported there is a property to the west of the development that is not in the best shape. The language was removed from the agreement.

Discussion turned to the number of residential housings. Commissioner Sherman would like to see 1800, 900 SF and 900 high-density. Commissioner Cooley felt the residential needs to be reduced and commercial increased, quality of life amenities. Commissioner Mealy liked the idea of more commercial. Attorney Smith suggested more high density and fewer single-family homes. 3.2 units per acre which is significantly less than our comprehensive plan allows.

Commissioner Belhumeur felt the city has consistently looked for different sources of revenue and now the city has an opportunity to receive revenues. He wishes for the developer’s success.

Chairman Spradley responded the City is in the process of negotiations and what the Commission is asking the developer is what the constituents have brought forward as concerns and now is the time to ask.

Commissioner Cooley felt the increase in amenities for residents and all of Flagler County will curb the County population from going to St. John’s or Volusia County to get those amenities.

Mr. Belshe responded the more rooftops the more successful your commercial will be because you have more people. The more people you have, the more interest there is from commercial business. He would

be willing to increase the commercial to 600,000 square feet and bring down the residential to 2400 residential. It brings the total to 2.7 units per acre.

Mr. Belshe liked the idea of the stabilized road for construction but wants it tied to a unit count. He suggested before 300th house CO'd; and 600 units to trigger the complete spine road.

Attorney Smith and Mr. Belshe's representation have heard enough to work with the concept.

Public Comment was opened. The following people came forward to express their concerns, opinions and suggestions: Steve Dalley, Charlie Morrow, Irwin Connelly, Robbie Robert, R. J. Santore, and Matt Hathaway. Public Comment was closed.

- 4. **Commission Comments:** There were none.
- 5. **Adjournment:** Motion by Commissioner Sherman to adjourn at 6:52 p.m.

ATTEST:

Scott Spradley, Chairman

Penny Overstreet, City Clerk



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, November 14, 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, City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Spradley called to order at 7:10 PM
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. **Proclamations and Awards:**
 - a. Certificate of Appreciation for Ms. Shaelaine Peterson: Deputy Chief Blanchette reported on the actions of Shaelaine Peterson by blocking traffic with her car and calling 911 when she approached a situation where a suspect was resisting arrest. By calling 911, the police department was able to assist the officer quickly.
4. **Deletions and changes to the agenda.** City Clerk Overstreet reported on a typo on the agenda in the minute item. The minutes are for October 17th not the 14th. Mr. Martin asked, Item 7d removed from the agenda.
5. **Public comments regarding items not on the agenda.** The following citizens came forward to expressed their concerns, opinions and suggestions: Steve Dalley, Robbie Roberts, Paul Eik and R.J Santore. Chairman Spradley Scott reported the holiday plans will be disclosed soon. He heard from the public ideas of items to be purchased and he suggested bring forth those items during the budget workshops next summer. Commissioner Cooley asked for the holiday information to be published for our citizens. The issue of flooding was discussed and included topics such as dredging, the percentage of the barrier island that is in a flood zone and the effectiveness of dredging in terms of flooding. Commissioner Mealy responded to a comment regarding the City’s accomplishments for the year and suggested the residents subscribe to the email list of the website.
6. **Consent Agenda**
 - a. **Approve the Regular Meeting Minutes of October 14 and 24, 2024:** Motion by Commissioner Mealy, seconded by Commissioner Belhumeur, to approve the minutes of October 17 and 24 minutes. City Clerk Overstreet informed the Commission that Chairman Spradley recused himself on the October 17th item regarding outdoor entertainment due to his representation of a prior business owner at the same location. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously.
7. **General Business**
 - a. **Resolution 2024-67. A resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2024-51, which adopted the FY 24/25 Budget, to reflect a Budget Amendment to roll the appropriate expenses from FY 2023/24 into the Budget for 2024/25; providing for conflict, providing an effective date hereof:** Attorney Smith read the title of the resolution into the record. Commissioner Belhumeur needed clarification regarding the accounting for various line items. He expressed concern over items that have taken two years. Commissioner Sherman asked about the screw press allocation. It was explained to him the funds for the item were to be for the building for the screw

press. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to approve Resolution 2024-67. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.

- b. **Resolution 2024-68. A Resolution by the City of Flagler Beach, Florida for Water, Sewer, Stormwater, and Sanitation Fee increases to provide revenues that will be sufficient to operate financially self-supporting Utilities; repealing Resolution 2023-21; providing for conflict; providing an effective date hereof:** Attorney Smith read the title of the resolution into the record. Commissioner Cooley feels these are enterprise accounts and they should be self-supporting. We should not be increasing the rates by COLA. Commissioner Belhumeur did not like the increases being based on the COLA. Discussion included how impact fees are used; looking into the future; the study to be done regarding Sanitation. Commissioner Mealy cautioned not raising the rates because we would rather not but during her time on the Commission, the City did not raise rates and then were hit by having to bring the rates up by 15%. She emphasized the rates were discussed during the budgeting process and she felt there was a consensus during that time. Motion by Commissioner Mealy to approve 2024-68. The motion died for lack of a second. No action was taken by the Commission.
- c. **Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council:** Mr. Martin introduced the item and asked the Commission for their legislative priorities for the year. Commissioner Mealy suggested keeping the Lambert Avenue Water Line Looping. Commissioner Belhumeur asked about the resiliency and pointed out that some city generators failed and other buildings did not have back-up power of any kind during Hurricane Milton. Commissioner Sherman agreed with Commissioner Belhumeur that we would like to make all city buildings more resilient. Commissioner Cooley suggested increased the County Beach Project be renourished to the same specifications as the Army Corps Project which is 16 feet.
- d. **Discussion related to the County Beach Management Plan.** This item was removed from the agenda.
- e. **Approve Tierra, Inc., as a sole source vendor in relation to the Flagler Beach Pier Project drilling Sub-Contractor:** Mr. Martin introduced the item and reported Moffatt and Nichol suggested using Tierra because of their history and experience working on similar projects. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to approve Item 7e. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously.

8. Public Hearings

- a. **Ordinance 2024-21, an Ordinance of the City Commission of the City of Flagler Beach, Florida, authorizing the borrowing of money in an amount not to exceed twenty-one million dollars for the purpose of financing certain repairs and the replacement of damaged portions of the Flagler Beach Pier; and providing an effective date - final reading:** Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to approve Ordinance 2024-21. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.
- b. **Ordinance 2024-22, and Ordinance of the City of Flagler Beach, Florida, approving a Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations for the period October 1, 2024 through September 30, 2027; providing for conflicts; providing for severability and providing for an effective date- final reading:** Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Belhumeur, seconded by Commissioner Mealy to approve Ordinance 2024-22. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.

9. Staff Reports

- a. **City Attorney:** Attorney Smith reported the City bid on two dune remnants and they were not successful in either auction. The City was outbid.

b. **City Manager:** The County Capital Improvement Summit meeting is tomorrow. There is a Beach Management meeting with the Corps and the County. On the 19th, we have the Games on the Green, we will be playing shuffle board. November 21st is the Employee Appreciation Luncheon. Flagler Family Flicks will be taking place the day after Thanksgiving at the Flagler Beach Winery featuring "Home Alone 2". Holiday at the Beach will take place December 6-7. The New Year's Event will take place again in Veterans Park followed by fireworks. Mr. Rob Smith's last day will be on December 2. Mr. Martin distributed a draft letter for the swale restoration project for residents on S. Daytona between S.27th and S. 28th Streets. Commissioner Sherman asked to see the maintenance plan once the swales are put in place. Chairman Spradley asked for public outreach. He spoke of the number of bids that were out for consideration. Master salary list for current staff was distributed.

c. **City Clerk:** The 2025 Election Process is open and will close on December 11, 2024. Between January 11 and January 16, a candidate will be able to pay the qualifying fee and the election assessment to run.

Deputy Chief Blanchette reported on the arrest of the person who attempted to rob Publix at Beach Village. Within eight hours, he was arrested. On November 20, Oceanside is having a fundraiser for Officer Shawn Nobre. Oceanside will donate 20% of their profits for the entire day to the Nobre family to assist in his recovery from a motorcycle accident.

10. Commission Comments

a. Commission comments, including reports from meetings attended.

Mayor King: Attended the Kiwanis' annual firefighter of the year award with Commissioner Mealy and Mr. Martin. City Firefighter, Christian Carre' received the award. Mayor King announced Thanksgiving Meals will be delivered to residents living within the city limits who have left a message for the Mayor.

Commissioner Belhumeur: Commissioner Belhumeur asked why he is receiving the agenda packets printed on one side. City Clerk Overstreet explained when the packet is generated it can be printed double sided but may not break for each item. He spoke of the Environmental Trail going through the City. Commissioner Belhumeur was very excited to hear this. FDOT will allocate the funds for an engineer by June 2025. The TPO has called for projects. The City has not submitted in three or four years. He suggested the City push for a Moody Boulevard reconfiguration. He asked the Commission to share their thoughts with Mr. Martin. Commissioner Belhumeur felt there were not enough speed limit signs on the north side of town. He hoped the City would be putting up signage for Keep off the Dune, citing the fine and the State Statute. He also asked that the no parking signs be replaced on the south side of town. The renourishment project has been completed on the south end and thought it would be a good place to start. Commissioner Belhumeur would like to see crosswalk signs before the cross walk on Roberts Road and directly at the crosswalk. He was disappointed with the plantings provided on the dunes by FDOT. He thought the City would get more than sea oats. He questioned the need for the Generator for the Police Department. Mr. Martin and Deputy Chief Blanchett explained the need for the generator and what happened during Hurricane Milton. Discussion turned to the structure needed to protect the generator. Commissioner Cooley inquired about the 20 mph signs. Mr. Martin reported the signs are on order.

Commissioner Sherman: Supported the idea of putting in request to the TPO request. He thanked staff for cleaning up the Brazilian peppers by the Police Department. Commissioner Sherman enjoyed the Veterans Day parade and ceremony at the County.

Commissioner Mealy: Thanked staff for their weekly reports and how much detail is put into them. She attended the Fire Pension Board Meeting.

Commissioner Cooley: Spoke of his disappointment with the process taken for purchasing the generator for the Police Department.

Commissioner Spradley: Reported he is scaling his Saturdays Meetings back to once per month.

b. Public comments regarding items not on the agenda. The following citizens came forward to give their concerns, opinions and suggestions: Paul Mykytka, Steve Dalley.

11. Adjournment. Motion by Commissioner Sherman to adjourn the meeting at 8:50 p.m.

Scott Spradley, Chair

ATTEST:

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 02, 2024

Item Name: Approve an Interlocal Agreement between the Flagler County Supervisor of Elections and the City of Flagler Beach for the 2025 Municipal Election.

Background: The City annual contracts with the Flagler County Supervisor of Elections for the city election. The 2025 election is scheduled March 04, 2025.

Fiscal Impact: The City of Bunnell and Town of Marineland additionally hold their elections on this same date, if they have contested seats, much of the election costs will be split. Some expenses are specific and are detailed in the invoice after the election is certified. Funds are budgeted under line 001-5111-305500.

Staff Recommendation: Motion to approve the consent agenda item and authorize the Mayor to sign same.

Attachments: Interlocal Agreement for Election Services for the 2025 Municipal Election.

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of December, 2024 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the “Supervisor”), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF FLAGLER BEACH**, a Florida municipality, (hereinafter, the “City”), whose address is 105 S. Second Street, PO Box 70, Flagler Beach, FL 32136.

WITNESSETH

WHEREAS, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the City’s **March 4, 2025** Municipal Election (hereinafter, the “Election”); and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality’s Election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the parties intend that any and all referendum ballot items shall be coordinated between the City and Supervisor in a timely manner to ensure proper placement on the ballot; and

WHEREAS, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

IT IS THEREFORE AGREED as follows:

Section One. Recitals Incorporated. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section Two. Supervisor’s Responsibilities. The Supervisor shall:

1. Schedule necessary advertising with the News-Journal, excluding the Notice of Election and the 3rd and 5th week referendum advertisements, which shall be the responsibility of the City as provided below.
2. Translate ballot content into the Spanish language, as required by law.
3. Upon receiving the ballot-approved information provided by the City via email, the Supervisor will lay out the ballot, prepare the proof, and order the ballots.
4. Provide the City with a ballot proof for approval prior to printing ballots.
5. Arrange for Election night personnel support, program the tabulators, test the system, and provide Election results.
6. Provide supplies for the conduct of the Election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing “Polling Place Change Notices” to affected voters, the cost of which shall be reimbursable to the Supervisor.
7. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election.
8. Provide an alphabetized street index to the precinct clerk.
9. Select, train, and pay poll workers.
10. Have complete responsibility for printing, handling, distribution and tabulation of ballots.
11. File with the Division of Elections the parameters used in the advertised Logic and Accuracy Test.

12. Notify the City of the time, date and place for the Logic and Accuracy Test of the voting tabulation equipment as well as the time, date and place for all public Canvassing Board Meetings. The Canvassing Board Meetings shall be conducted at the Supervisor of Elections Office located at 1769 E. Moody Blvd., Bldg. #2, Suite 101, Bunnell, FL 32110 as outlined below:

The time(s), date(s) for the Canvassing Board Meetings shall be:

Logic and Accuracy Test of the Voting System:

Tuesday February 11, 2025 at 10:00 a.m.

Canvass Absentee Ballots:

Wednesday February 26, 2025 at 10:00 a.m.

Unofficial Results on Election Night (may include Official Results & Certification if no Provisional Ballots):

Tuesday March 4, 2025 at 12:00, 6:00 and 7:00 p.m.

Canvass of Provisional Ballots, Official Results (only if needed):

Friday March 7, 2025 at 1:00 p.m.

Manual (Post) Audit:

Wednesday March 12, 2025 at 10:00 a.m.

- 13. Certify the name(s) of the poll watcher(s) designated and approved for the voting area to the City Clerk on or before Noon on February 24, 2025 as required under Florida Statutes.
- 14. The Supervisor will allow the use of online campaign finance reporting for City candidates in accordance with Section 2-17 of the Code of Ordinances, City of Flagler Beach, Florida. The filing status of candidate financial reports may be found on the Supervisor’s website at www.FlaglerElections.gov.
- 15. Campaign finance questions issued to the Supervisor’s office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the City Clerk.
- 16. The supervisor shall place City candidate biography submissions on the Supervisor’s website.

17. Accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send absentee and overseas ballots as requested by registered voters; to receive and securely store any voted absentee ballots; to verify the signatures on any returned voted absentee ballot certificates; and to account for all absentee ballots.
18. Coordinate the production and mailing of sample ballots to all registered voters in the City. Sample ballots shall be provided by mail to each registered elector or to each household in which there is a registered elector at least 7 days before an election.
19. Charge each candidate 10 cents (\$0.10) per candidate petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of the review. The Supervisor will send a Certification of Petitions to each candidate with a copy to the City Clerk. Once verified, the supervisor shall provide all City candidate petitions to the City Clerk.
20. Provide a final tally of Election results in printed format to the City.
21. Record this Agreement in the Official Records of Flagler County, Florida.

Section Three. City's Responsibilities. The City shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before December 27, 2024.
2. Upon execution of the Interlocal Agreement:
 - A. Pay an initial deposit of two thousand five hundred dollars (\$2,500.00) towards the costs of the Election and issue said funds to the Supervisor of Elections on or before December 27, 2024.
 - B. Pay the balance of all actual costs or obligations of Election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice from the Supervisor of Elections.
3. Designate the City Clerk and Deputy City Clerk as the City employees to coordinate with the Supervisor of Elections. City Employees will not provide personnel support or act as "runners" for the polls during the Election.

4. Furnish to the Supervisor on or prior to December 27, 2024 an updated City map, in electronic Shape File format, including all annexations or contractions so as to properly identify all eligible voters. Once the map has been received and the data entered, the Supervisor will generate a municipal boundary map for approval by the City. The City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. If the map cannot be provided in electronic format, the City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. The City Clerk shall approve or reject the municipal boundaries by way of facsimile or e-mail to the Supervisor's office no later than 7 days following delivery of such municipal boundaries by the Supervisor.
5. Provide candidate handbooks and necessary materials to candidates prior to qualifying; qualify any and all candidates and receive candidate and/or committee finance reports. The City will furnish to the Supervisor the list of certified candidates, along with copies of the Candidate's Loyalty Oath's **immediately following** of the close of the qualifying period.
6. Provide to the Supervisor on or before Noon on the last day of candidate qualifying all referendum ballot items to ensure proper placement on the ballot. Ballot items may not be added or amended later than the last day of qualifying. The approved ballot data provided to the Supervisor of Elections office shall be in Microsoft Word format for the preparation of the ballot proof. The City Clerk shall approve or reject the ballot proof by way of facsimile or e-mail to the Supervisor's office no later than 24 hours following notification by the Supervisor.
7. Pay the costs incurred by the Supervisor for the scheduling, training and preparing payroll of all poll workers, including supplies and instructional materials and manuals.
8. Pay ballot printing invoice(s) directly to the printer, if applicable. Shipping charges may not be included with the invoice from the printer. In that event,

the shipping charges will be billed separately and will appear on the itemized Statement of Account provided to the City by the Supervisor.

9. Coordinate with the Supervisor the placement of all required legal advertisements. The City shall publish the Notice of Election and 3rd and 5th week referendum advertisements, if required.
10. Select Canvassing Board Members, confirm members' availability to attend in writing, and notify the Supervisor of Elections office no later than 4:30 p.m. Friday, December 27, 2024, of the names of the Canvassing Board Members.
11. Provide written notification of the Canvassing Board schedule, which shall include the logic and accuracy testing, during candidate qualifying or by certified mail to each political party chair and all candidates on or before January 31, 2025.
12. Pay costs involved to repair any equipment damaged during the City Election, including shipping, to the extent not covered and paid by any insurance.
13. Turn over all requests for Vote-By-Mail ballots to the Supervisor on a daily basis by 4:30 pm. The deadline to accept Vote-By-Mail ballot requests is February 20, 2025.
14. Assist in locating and securing an emergency alternative polling location, should the Flagler Beach City Hall Commission Room (105 S. Second Street) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.
15. Submit the name(s) of the proposed poll watcher(s) to the Supervisor on or before February 18, 2025, at Noon for the Supervisor of Elections to certify and include a list with the precinct supplies as required under Florida Statutes.
16. Should the City request any additional and/or deletions of provisions of this Agreement, and should such requests require the Supervisor to seek the consultation and/or advice of legal counsel, the City shall assume the responsibility for all legal fees.

- 17. The City shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the City Charter and the Florida Statutes.
- 18. Accept release of City Election records no later than 10 days after the Certification of Election.

Section Four. Miscellaneous Provisions.

- 1. The parties understand and agree that the Election shall not have an early voting period.
- 2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney’s fees, arising out of or relating to that party’s actions or omissions arising out of this Agreement and the actions or omissions of the party’s officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
- 3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
- 4. The Agreement shall become effective upon recordation in the Official Records of Flagler County and shall be in effect only for the 2025 City of Flagler Beach Municipal Election to be held on March 4, 2025 and to be canvassed and certified as provided by law. This Agreement shall be made a part of the City Commission minutes.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this _____ day of December, 2024.

FLAGLER COUNTY SUPERVISOR OF ELECTIONS

Witness (*signature*)

Print Name

The Honorable Kaiti Lenhart
Supervisor of Elections

Witness (*signature*)

Print Name

CITY OF FLAGLER BEACH

ATTEST:

Patti King
Mayor

Penny Overstreet, City Clerk

2025 Regular Commission Meeting Schedule

Agenda Cut Off Date	Commission Meeting
Agenda Items and all supporting documents must be received by the City Clerk’s office by 4:30 p.m. on the Tuesday , three weeks week prior to the Commission Meeting Date.	All Commission meetings will begin at 5:30 p.m. Public hearings are scheduled no earlier than 6:30 p.m.
December 17, 2024	January 9, 2025
December 30, 2024	January 23, 2025
January 21, 2025	February 13, 2025
February 4, 2025	February 27, 2025
February 18, 2025	March 13, 2025
March 4, 2025	March 27, 2025
March 18, 2025	April 10, 2025
April 1, 2025	April 24, 2025
April 15, 2025	May 8, 2025
April 29, 2025	May 22, 2025
May 20, 2025	June 12, 2025
June 3, 2025	June 26, 2025
June 17, 2025	July 10, 2025
July 1, 2025	July 24, 2025
August 5, 2025	August 28, 2025
August 19, 2025	September 11, 2025
September 2, 2025	September 25, 2025
September 16, 2025	October 9, 2025
September 20, 2025	October 23, 2025
October 21, 2025	November 13, 2025
November 18, 2025	December 11, 2025

The Annual Florida League of Cities Conference is scheduled for August 14-16, 2025 in Orlando, Florida; therefore, only one meeting is scheduled for August.

2025 Holiday Schedule

HOLIDAY	DAY / DATE OBSERVED
New Year’s Eve	Tuesday/December 31, 2024
New Year’s Day	Wednesday/January 1, 2025
Martin Luther King’s Birthday	Monday/January 20, 2025
Good Friday	Friday/April 18, 2025
Memorial Day	Monday/May 26, 2025
Independence Day	Thursday/July 4, 2025
Labor Day	Monday/September 1, 2025
Veterans Day	Monday/November 11, 2025
Thanksgiving	Thursday/November 26, 2025
Thanksgiving	Friday/November 27, 2025
Christmas Eve	Wednesday/December 24, 2024
Christmas Day	Thursday/December 25, 2025
New Year’s Eve	Wednesday/December 31, 2025
New Year’s Day	Thursday/January 1, 2026

Sec. 2-232. Days observed.

(a) The following and any other days which the city commission may declare are city holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

- (1) New Year's Eve, December 31
- (2) New Year's Day, January 1
- (3) Martin Luther King Day [third Monday in January]
- (4) Good Friday, Friday before Easter
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, first Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, fourth Thursday in November
- (10) Friday after Thanksgiving, fourth Friday in November
- (11) Christmas Eve, December 24
- (12) Christmas Day, December 25
- (13) Optional holiday

b) When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

(c) Employees in departments working on a shift basis will receive credit for the holiday on the actual date of the holiday. For fire protection employees see section 9-225.5, Special twenty-eight-day work period for fire protection employees.

(d) The city manager will determine when any department or operation will be closed in observance of a holiday.

(e) Holidays will be counted as time worked for overtime computations. For fire protection employees see section 2-225.5, Special twenty-eight-day work period for fire protection employees.



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 03, 2024

Item Name: Consider appointments to the Planning and Architectural Review Board.

Background: Two members of the Planning and Architectural Review Board have turned in resignations. This leaves two seats with different terms that need filling. Five applicants were received as of the distribution time of this packet. Enclosed are the applications and two score sheets, one for each term. Please score each of them 1 – 5 with 1 being the highest score. The Clerk will collect your score sheets after the applicants have been introduced, and report the results to the Chairman.

Attachments: Applications, Score sheets, Member list

Kate Settle

From: noreply@civicplus.com
Sent: Friday, November 1, 2024 11:28 AM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Bob
Last Name	Crostarosa
Street Number	1200
Street Name	N Central
Street Type	Ave
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	FL
Zip	32136
Phone Number	5617074170
Cell Phone	5617074170
Email Address	bcrostarosa@gmail.com
Occupation	Retired
Number of Years as a Resident	13
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or	Professionally I managed a marketing dept for 3,000 retail locations, with a budget in excess of \$100M, I had 45 folks in

volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

my dept, with 7 direct reports, and the balance of staff cascading down.

Please check all boxes of the Committees you would like to serve.

Boards and Committees

Planning and Architectural Review Board, Beach Management Plan, Personnel Advisory Committee

Have you served on a City Board or Committee in the past?

No

Email not displaying correctly? [View it in your browser.](#)

Penny Overstreet

From: noreply@civicplus.com
Sent: Saturday, November 23, 2024 2:18 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Paul
Last Name	Dries
Street Number	617
Street Name	Cumberland
Street Type	Dr
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	Florida
Zip	32136
Phone Number	5024393040
Cell Phone	<i>Field not completed.</i>
Email Address	paulfdries@yahoo.com
Occupation	real estate
Number of Years as a Resident	5
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your	I have experience in real estate development, construction, and property management.

selection to the board(s) or committee(s).

Please check all boxes of the Committees you would like to serve.

Boards and Committees Planning and Architectural Review Board

Have you served on a City Board or Committee in the past? No

Email not displaying correctly? [View it in your browser.](#)

Penny Overstreet

From: noreply@civicplus.com
Sent: Thursday, November 21, 2024 11:44 AM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	William "Boudie"
Last Name	Estberg
Street Number	116
Street Name	Lehigh
Street Type	Ave
P.O. Box	<i>Field not completed.</i>
City	flagler beach
State	FL
Zip	32136
Phone Number	9043772337
Cell Phone	9043772337
Email Address	boudiezz@yahoo.com
Occupation	Broker-- Entrepreneur
Number of Years as a Resident	4.5
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your	I am very involved attending any and all meetings (commission meetings, pier meetings/ hotel meetings/ beach renourishment meetings/ beach clean ups) and am looking to get more involved as I am very concerned about the future of our City

selection to the board(s) or committee(s). and want to make sure we maintain the beauty and charm that we currently have.

Please check all boxes of the Committees you would like to serve.

Boards and Committees Planning and Architectural Review Board

Have you served on a City Board or Committee in the past? No

Email not displaying correctly? [View it in your browser.](#)

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: Suzie Johnston Date: 11-21-2024

Physical address: 1776 North Central Ave. Flagler Beach, Fl. 32136

Mailing address: same as above

Home phone: _____ Daytime phone: 386-338-4110

Fax: _____ E-Mail: JohnstonSuzie01@gmail.com

Occupation: Real Estate Agent and Cheif Marketing Officer of Grand Living Realty

Number of years of City residence: 18 Own: X Rent: _____


Are you registered to vote in Flagler County? Yes X No _____

Identify the board(s) or committee(s) to which you request appointment:
Planning and Architectural Review Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):
Experience working on the current Land Development Code. City Mayor from 2021 thru 2024.

How many City Commission/board meetings have you attended in the last 2 years? 40+

Have you ever served on a City advisory board or committee in the past?
Yes X No _____
If yes, please describe: Mayor 2021-2024 Investment Committe 2021-2024


Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

Penny Overstreet

From: noreply@civicplus.com
Sent: Wednesday, November 27, 2024 6:40 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Paul
Last Name	Mykytka
Street Number	351
Street Name	Palm
Street Type	Cir
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	FL
Zip	32136
Phone Number	9376726567
Cell Phone	<i>Field not completed.</i>
Email Address	paul.mykytka@gmail.com
Occupation	Civil Engineer
Number of Years as a Resident	1.5
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your	I am a civil engineer with 16.5 years of experience. I also served as the Land Use Committee Chair for the Fountain Square Neighborhood Association in Indianapolis for 3 years.

selection to the board(s) or committee(s).

Please check all boxes of the Committees you would like to serve.

Boards and Committees	<input type="checkbox"/> Planning and Architectural Review Board
Have you served on a City Board or Committee in the past?	<input type="checkbox"/> No

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Planning & Architectural Review Board

Section 7, Item a.

Members

Seat One Term 02/26/22 - 02/25/25

Scott Chappuis
343 N. 11th St.
Flagler Beach, Florida 32136
386-295-0705
scottc@grandlivingrealty.net

Seat 6 Term 05/09/23 - 05/09/26

Paul Chestnut
1115 N. Central Ave.
Flagler Beach, FL 32136
407-697-4051 or 386-439-0098 (work)
pdchestnut@gmail.com

Seat Two Term 02/26/22 - 02/25/25

Flagler Beach, FL 32136

Seat Seven Term 05/26/24 - 05/25/27

Joann Soman
1313 N. Oceanshore Blvd.
Flagler Beach, FL 32136
305-778-2885
joann@raiseyoursales.com

Seat Three Term 02/26/22 - 02/25/25

Brenda Wotherspoon
1102 S. Central Ave.
Flagler Beach, FL 32136
561-716-7397
bwotherspoon@bellsouth.net

Seat Four Term 05/09/23 - 05/09/26

Lisa Smith
1640 Lambert Ave.
Flagler Beach, FL 32136
386-931-1903
lisa@lisapsmith.com

Seat Five Term 05/09/23 - 05/09/26

Flagler Beach, FL 32136

Planning & Architectural Review Board
Score Sheet for Seat Two (2) with a term expiring February 25, 2025

Please rank each member 1-5, with 1 being the highest score. The applicant receiving the lowest score will be selected. Incomplete scoring sheets will be returned to you.

Applicant						
<i>Alphabetical Order</i>	Mayor	Belhumeur	Cooley	Mealy	Sherman	Spradley
Bob Crostarosa						
Paul Dries						
William "Boudie" Estberg						
Suzie Johnston						
Paul Mykytka						

PLEASE MARK YOUR SELECTIONS AND RETURN TO CLERK AFTER APPLICANTS ARE INTERVIEWED.
Incomplete score cards will be returned.

Planning & Architectural Review Board
Score Sheet for Seat Five (5) with a term expiring May 09, 2026

Please rank each member 1-5, with 1 being the highest score. The applicant receiving the lowest score will be selected. Incomplete scoring sheets will be returned to you.

Applicant						
<i>Alphabetical Order</i>	Mayor	Belhumeur	Cooley	Mealy	Sherman	Spradley
Bob Crostarosa						
Paul Dries						
William "Boudie" Estberg						
Suzie Johnston						
Paul Mykytka						

PLEASE MARK YOUR SELECTIONS AND RETURN TO CLERK AFTER APPLICANTS ARE INTERVIEWED.
Incomplete score cards will be returned.



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 3, 2024

Item Name: Consider an appointment to the Finance Committee.

Background: The Finance Committee currently has a vacancy seat for an Investment Broker/Counselor with the term being March 24, 2023 – March 24, 2025. One application was received from Andrea Gulliksen.

Fiscal Impact: N/A

Staff Recommendation: Appoint Ms. Gulliksen to complete the remaining term expiring March 24, 2025.

Attachments: Application, email correspondence.

Kate Settle

From: noreply@civicplus.com
Sent: Tuesday, November 19, 2024 4:38 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Andrea
Last Name	Gulliksen
Street Number	1320
Street Name	S Flagler Ave
Street Type	<i>Field not completed.</i>
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	FL
Zip	32136
Phone Number	8435143507
Cell Phone	8435143507
Email Address	andrea.gulliksen@edwardjones.com
Occupation	Financial Advisor
Number of Years as a Resident	2
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your	25+ years of service in the Marine Corps. I dedicated my adult life to service and chose a profession where I can continue to serve my community. I serve as a financial advisor with Edward Jones. I am grateful to live and work in my community. My goal is to give back and find ways to add value.

selection to the board(s) or committee(s).

Please check all boxes of the Committees you would like to serve.

Boards and Committees	<input type="checkbox"/> Investment Committee
-----------------------	---

Have you served on a City Board or Committee in the past?	<input type="checkbox"/> No
---	-----------------------------

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Penny Overstreet

From: Gulliksen,Andrea N <Andrea.Gulliksen@edwardjones.com>
Sent: Wednesday, November 20, 2024 8:46 PM
To: Penny Overstreet
Cc: Kate Settle
Subject: External - RE: Application received

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Hi Penny,

I will be there! Thank you for the invitation. I'm looking forward to it.

Kind Regards,



Andrea Gulliksen, Financial Advisor

Edward Jones Investments
107 Flagler Plaza Drive
Palm Coast, FL 32137
Office: (386) 439-0047
Fax: (877) 222-4225
andrea.gulliksen@edwardjones.com
www.edwardjones.com/andrea-gulliksen

Andrea Gulliksen
Financial Advisor
Edward Jones
107 Flagler Plaza Drive
Palm Coast, FL 32137
(386) 439-0047
www.edwardjones.com

If you are not the intended recipient of this message (including attachments) or if you have received this message in error, immediately notify us and delete it and any attachments.

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From: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>
Sent: Wednesday, November 20, 2024 1:13 PM
To: Gulliksen,Andrea N <Andrea.Gulliksen@edwardjones.com>
Cc: Kate Settle <KSettle@cityofflaglerbeach.com>
Subject: Application received

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Gulliksen,
Thank you for submitting your application for consideration for appointment to the Investment/Finance Committee. I will place your application on the December 12, 2024 City Commission agenda for consideration. If able, please plan to appear to introduce yourself. If you are not able please advise so I can inform the Officials of your previous engagement. The meeting is at 5:30 PM , December 12, 2024 at City Hall 105 S. 2nd Street Flagler Beach, FL 32136. I will email an agenda once drafted.
Sincerely,

Penny Overstreet, CMC
City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
www.cityofflaglerbeach.com
☎ 386-517-2000 ext. 233

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes

Investment Committee

Jacqueline Terry
6 Windsong Cove
Flagler Beach, FL 32136
352-234-7352
Jackie.terry@att.net

March 24, 2023 - March 24, 2025
(Banker)

VACANT
P.O. Box 268

(Investment Broker/Counselor)

Boyd Venable
812 S Central Ave.
Flagler Beach, FL 32136
972-345-9900
Bwv3@msn.com

July 9, 2024 – July 9, 2026
(Attorney)

Mayor Patti King
105 S. 2nd Street
Flagler Beach, FL 32136
386-338-2879
pking@cityofflaglerbeach.com

March 2024 - March 2026
(Mayor Representative)

Commissioner Jane Mealy
105 S. 2nd Street
Flagler Beach, FL 32136
614-554-6919
jmealy@cityofflaglerbeach.com

March 2024-March 2026
(Commission Representative)

EX-OFFICIO MEMBERS

Dale Martin
105 S. 2nd Street
Flagler Beach, FL 32136
386-517-2000 x222
dmartin@cityofflaglerbeach.com

(City Manager)

Hollie Harlan
105 S. 2nd Street
Flagler Beach, FL 32136
386-517-2000 x220
hharlan@cityofflaglerbeach.com

(Finance Director)

This board meets quarterly. Term of office is two years. Elected Officials are appointed annually at the Sine Die meeting. A quorum is three members. Resolution 2006-03 and Division 3 Investment Policy cover this board.



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 03, 2024

Item Name: Consider appointments to the Personnel Advisory Review Board.

Background: There are two (2) vacancies and one seat whose term has expired but wishes to be considered for reappointment. Three applications were received at the distribution time of this agenda packet. A score sheet is not included since the number of applications are equal to the vacancies which all have the same term. If you choose not to appoint all three applicants, please include the appointees' names in your motion.

Attachments: Applications, Member list



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 12, 2024

Item Name: Resolution 2024-55. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-1024 Refurbishment of City Parking Lot #3 S. Central Avenue & S. 8th Street to DDS Enterprises, LLC in an amount not to exceed \$147,000, providing for conflict and an effective date.

Background: The City Commission, seated as the Community Redevelopment Agency (CRA) Executive Board approved funding for improvements at City-owned parking facilities. The initial consideration for the affected parking facilities included the facilities located at S. Central Ave./S. 8th St. (Lot #3) and N. Central Ave./N. 5th Street (Lot #4). The City initially retained Zev Cohen & Associates to prepare preliminary design efforts (including restroom facilities). Based upon the costs associated with the inclusion of restroom facilities, City staff removed restroom facilities from the proposed project (but a connection for future restroom facilities is incorporated into the project design) and further refined the initial design.

This project will install open-cell concrete grid pavers, sloped toward the existing retention area and, as indicated, provide for future water and sewer connections. An alternate product, recycled composite pavers of the same design and size as the concrete pavers, was offered, but ultimately rejected due to the additional costs.

This project was advertised on October 30 and the bids were opened on November 14: six bids were submitted, ranging from \$147,000 to \$305,950. City staff has determined that the lowest responsive bidder is DDS Enterprises, LLC.

Fiscal Impact: The CRA Budget includes \$285,000 in funding for the Capital Project CRA Parking Lots 304-5392-606300.550.

Staff Recommendation: Staff recommends awarding this contract to DDS Enterprises, LLC. in the amount of \$147,000.

- Attachments:**
- Resolution 2024-55
 - Notice of Intent to Award
 - Bid Tabulation
 - Affidavit of Publication
 - Contractor Proposal from DDS Enterprises, LLC
 - Project Drawing Sheets

RESOLUTION 2024-55

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH AWARDING THE BID FOR PARKING FACILITY IMPROVEMENTS (FB-24-0914) TO DDS ENTERPRISES; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, acting as the Community Redevelopment Agency Executive Board, directed City staff to solicit designs for improvements, including public restrooms, for parking facilities located within the Community Redevelopment Agency area; and,

WHEREAS, City staff reviewed the design concepts and, based upon cost estimates, recommended revisions to the concepts, including the elimination of public restroom facilities but providing for future sanitary sewer connection; and,

WHEREAS, City staff prepared and solicited proposals for the improvements to the S. Central Avenue/S. 8th Street parking facility, opening said proposals on November 14, 2024 (Bid Tabulation attached as Exhibit A);

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

SECTION 1. The City Commission awards the project identified as FB-24-0914 to DDS Enterprises, LLC in an amount not to exceed \$147,000.

SECTION 2. The City Commission authorizes City staff to issue a Notice to Proceed upon satisfactory review of references and other related information associated with DDS Enterprises, LLC.

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Exhibit A: Bid Tabulation

Bid Tabulation
Bid Number FB-29-0919
Bid Name ty Parking Lot #3

6 Document(s) found for this bid

14 Planholder(s) found

SupplierName	Base Bid	Alternate Bid	Email	Address1	Address2	City	State	PostalCod	Phone
B&B Outdoor, LLC	\$79,989.75	\$120,989.75	Debbie@bb-outdoor.com	1 JOHN ANDERSON DR	Suite # 510	Pierson	FL	32176	3867364000
Blackham Contracting Group			Fred@BlackhamContracting.com	9222 NW 25th Lane		Gainesville	FL	32606	8505243432
ConstructConnect			content@constructconnect.com	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680
Crossroads Site Development LLC			crossroadsdu@aol.com	96 Driftwood Ave		Ormond Beach	FL	32176	3866724200
DDS Enterprises LLC	\$147,000.00	\$167,000.00	DDSEnterprisesLLC@yahoo.com	463 Shaw Lake Road		Pierson	FL	32180	3864905631
Dodge Data			dodge.docs@construction.com	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032
Garcia Civil Contractors			estimating@garciacivil.com	13110 Moss Park Ridge Dr		Orlando	FL	32832	4077442790
GPS Civil Construction, Inc.			greg@gpscivil.com	939 S Ridgewood Blvd		Holly Hill	FL	32114	3868725811
J D Weber Construction Co.			joejr@jdweberconstruction.com	150 Business Center Dr		Ormond Beach	FL	32174	3866712727
JBI Contractors LLC			bids@jbi-contractors.com	609 Bay Drive		New Smyrna Beach	FL	32168	3863145851
Lads Constraction Services LLC			jeffrey@ladsconstructionllc.com	6 MAPLE STREET		Flagler Beach	FL	32136	(386) 793-4342
Onvia, Inc. - Content Department			sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500
Precision Development Group			mcquaigtrucking@gmail.com	380 Sisco Road		POMONA PARK	FL	32181	9048143243
Saboungi Construction	\$186,978.00	\$246,978.00	mike@saboungiconstruction.com	290A North US-1		Ormond Beach	FL	32174	3866722077
All State Civil Construction	\$171,135.00	\$234,250.00		1301 Beville Rd	# 16	Daytona Beach	FL	32119	

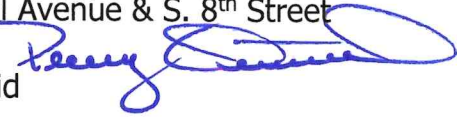


City of Flagler Beach

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

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

MEMO

DATE: November 22, 2024
 TO: Bid Package Holders City of Flagler Beach Bid No. FB-24-1024 Refurbishment of City Parking Lot #3 S. Central Avenue & S. 8th Street
 FROM: Penny Overstreet, City Clerk 
 SUBJECT: Recommendation to award Bid

Memo containing the recommendation of award for the Refurbishment of City Parking Lot #3 S. Central Avenue & S. 8th Street Bid No. FB-24-1024.

The advertisement for the Invitation to Bid on the above referenced project ran as a legal ad one time in a newspaper of general circulation, the Daytona Beach News Journal, on Monday, October 28, 2024, as well as on the City's web-site, and Demand Star. The number of vendors the City directed the Bid Package to was eleven (11), of those recipients six (6) responded with bids. After a detailed review by Staff of the respondents bid packages and supporting documents, Staff recommends the City Commission award the Project to DDS Enterprises, LLC, the lowest base bid in the amount of \$147,000. The Flagler Beach City Commission will consider this recommendation at their December 12, 2024 meeting.

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler - Legal
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

10/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$291.28
Tax Amount: \$0.00
Payment Cost: \$291.28
Order No: 10703059 # of Copies:
Customer No: 464924 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

City of Flagler Beach
INVITATION TO BID
REFURBISHMENT OF CITY
PARKING LOT #3
Bid No. FB-24-1024

Notice is hereby given that the City of Flagler Beach is accepting bids for the construction of "Refurbishment of City Parking Lot #3".
DESCRIPTION OF WORK: The project consists of site mobilization and demobilization; removal of surface crushed shell; excavate approximately 14" of material within the borders shown on the plans; prepare and compact subbase soil; add geotextile material; add and compact aggregate base; add approximately 1" of bedding sand; install open-cell pavers in a running bond grid pattern sloping gradually toward the existing retention area; fill cells with specified material; and all other ancillary work as indicated on plans.

All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Flagler Beach, Chapter 2, Article VI, Division 2, Section 2-256, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Flagler Beach is on file in the Office of the City Clerk, City Hall, 105 S. 2nd Street, Flagler Beach, Florida. Copies of the documents may be obtained www.demandstar.com or the City's website www.cityofflaglerbeach.com. Any addenda to these documents will be issued via electronic mail, posted to the City's website www.cityofflaglerbeach.com and on www.demandstar.com. It is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid.

NO bid shall be withdrawn for a period of sixty (60) days subsequent to the bid opening without the consent of the City of Flagler Beach, Florida.
No bids received after the time and date specified for the opening will be considered. The City of Flagler Beach, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

L#10703059 10/28/2024 11

Received
NOV 04 2024
City of Flagler Beach

CONTRACTOR'S PROPOSAL

**REFURBISHMENT OF CITY PARKING LOT #3
City Project No.: FB-24-1024**

**City of Flagler Beach
105 Second Street
Flagler Beach, FL 32136**

Date: November 7, 2024

Dear Sir/Madam:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Flagler Beach, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish a satisfactory Performance Bond in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen (15) days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

BID FORM

REFURBISHMENT OF CITY PARKING LOT #3 Bid Number FB-24-1024

The work write-up / bid form is a general outline of the work to be performed. The total price of this project shall include:

DATE: 11/07/2024

TOTAL BASE BID (from the unit price chart): \$ 147,000.00

IN WORDS: One Hundred and Forty-Seven Thousand Dollars

TOTAL BID USING ALTERNATE #1 (from the unit price chart):

\$ 167,000.00

IN WORDS: One Hundred and Sixty-Seven Thousand Dollars

Work will commence no later than Monday January 6, 2025 and will be substantially complete by Friday February 28, 2025 and totally complete and made ready for public parking by Friday February 7, 2025 (60 calendar days).

All work to be performed in a professional manner, in accordance with the project drawings, specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials, equipment, and fixtures which are damaged or removed during the course of construction. All items must be cost itemized in the space provided or the bid will be rejected.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation.

CONTRACTOR'S SIGNATURE: 

CONTRACTOR'S PRINTED NAME: Nick Shephard

CONTRACTOR'S BUSINESS ADDRESS: 463 Shaw Lake Road Pierson, FL 32180

CONTRACTOR'S PHONE NUMBER: 386-490-5631

CONTRACTOR'S EMAIL ADDRESS: DDSEnterprisesLLC@yahoo.com

Receipt is acknowledged of the following addenda:

No. N/A as of Dated 11/07/2024
 No. _____ Dated _____
 No. _____ Dated _____
 No. _____ Dated _____

All bidders shall provide unit prices in the following chart:

Bid Schedule (Schedule of Values)

The Bidder hereby indicates the following total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Contract Documents. Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed.

BID SCHEDULE				
PAY ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY	TOTAL PRICE*
1	Mobilization/Demobilization, Bonds and Permits	LS	1	\$ 12,500.00
2	General Requirements	LS	1	\$ 50,500.00
3	Indemnification	LS	1	\$ 2,500.00
4	Installation of Concrete Pavers†	LS	1	\$ 74,000.00
5	Installation of Water & Sewer Line Stub-outs	LS	1	\$ 7,500.00
TOTAL BID				\$ 147,000.00

* Include profit and overhead in the individual modules.
 † Deduct this item to determine the revised total for Alternate #1

Alternate #1	Replace Pay Item #4 - Concrete Pavers - with Recycled Composite Grid Pavers	LS	1	\$ 94,000.00
Revised TOTAL BID				\$ 167,000.00

Name of Bidder: DDS Enterprises LLC

Bidder agrees that the Owner has the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest responsive bid. Bidder also acknowledges and agrees that the Owner reserves the right to increase or decrease quantities as may be required to meet the needs of Owner, at the unit prices in the chart above.

Respectfully submitted,

By:

11/07/2024

(Date)

(Signature)

Vice President

(Title)

(SEAL – IF BIDDER IS A CORPORATION)

DDSEnterprisesLLC@yahoo.com

(Company)

463 Shaw Lake Road Pierson, Fl 32180

(Business Address)

386-490-5631

(Telephone Number)

DDSEnterprisesLLC@yahoo.com

(email address)

88-1236738

(Federal ID Number)

Florida Licenses Held:

Type: General Contractor

No.: CGC1535446

No.:

No.:

THESE PAGES MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID.

END OF SECTION


DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR Nick Shephard TITLE Vice President

AUTHORIZED SIGNATURE  DATE 11/07/2024

END OF SECTION

ANTI-COLLUSION STATEMENT

STATE OF Florida

CITY/COUNTY OF Volusia

Nicholas M Shephard
 being first duly sworn, deposes and says that he is
Vice President
 Title of Person Signing
 of DDS Enterprises LLC
 Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the Bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that Bidder is not financially interested in, or financially affiliated with, any other Bidder for the above project.

BY *AC*
 BY *Nick Shephard*
 BY _____

STATE OF FLORIDA
 COUNTY OF Volusia

Ashley F Keeley
 Signature of Notary Public
 Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
 online notarization OR physical presence
 this 07 day of November, 20 24.
 Personally Known OR Produced identification
 Type of Identification Produced: S163-633-86-131-0



END OF SECTION

LOCAL BUSINESS VENDOR PREFERENCE

In accordance with Ordinance No. 2010-04 and Chapter 2, Article IX, Section 2-313 of the Flagler Beach City Code, preference is shown to local businesses, i.e., vendors, contractors, or service providers, as follows:

Sec. 2-313. Local preference.

(a) *Definition of local business.* "Local business" as used herein shall mean a business that meets the following criteria:

- (1) Has a verifiable fixed office or distribution point and has had, for at least one (1) year prior to bid or proposal opening date, a street address, which shall not be interpreted to mean a post office box, in the City of Flagler Beach or a political jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
- (2) Possesses all business licenses required by law;
- (3) Has paid, for at least one (1) year prior to bid or proposal opening date, its local business tax to the City of Flagler Beach or a jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
- (4) Has a staff comprised of employees and not independent contractors or borrowed or leased employees;
- (5) Is not a joint venture or partnership unless all members or partners of the joint venture or partnership meet the criteria of (1) through (4) above; and
- (6) Is the principal offeror on the subject proposal?

(b) *Submittal of verification of local business status.* A local business desiring to receive the local business preference shall submit all information necessary to verify its status as a local business upon submitting any bid, response to request for qualifications, letter of interest, or other proposal to the city.

(c) *Local preference in purchasing and contracting.*

- (1) In bidding for, or letting contracts for procurement of, supplies, materials, equipment and services as described in the purchasing policies of the city, the city commission, or other authorized purchasing authority, may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five (5) percent of the local business' total bid price for procurement activities in amounts less than five hundred thousand dollars (\$500,000.00); or
 - b. Three (3) percent of the local business' total bid price for procurement activities in amounts over five hundred thousand dollars (\$500,000.00);
- (2) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other appropriate authority.



STAFF REPORT

Regular Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 12, 2024

Item Name: Resolution 2024-69. A Resolution of the City Commission of the City of Flagler Beach, Florida, authorizing a loan from Regions Capital Advantage, Inc. in an aggregate principal amount of not to exceed \$21,000,000 for the purpose of providing financing for the repair and replacement of damaged portions of the Flagler Beach Fishing Pier as described herein; approving the form of and authorizing the execution and delivery of a loan agreement; authorizing the execution and delivery of the City of Flagler Beach, Florida Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 to evidence the City’s obligations under the loan agreement, such note to be a limited obligation of the City, payable from legally available non-ad valorem revenues budgeted, appropriated and deposited into the City's Debt Service Fund; providing for the rights and securities of the owner of the note; making certain other covenants and agreements in connection therewith; providing for severability; and providing for an effective date.

Background: The City’s Pier was initially damaged during Hurricane Matthew (2016) and then again during Hurricanes Ian and Nicole (2022). The subsequent damage was sufficient enough to warrant the permanent closure of the Pier beyond the Ocean Rescue Headquarters facility. In August, 2022, the City retained Moffett & Nichol as the primary consultant for design engineering services to demolish and reconstruct the Pier.

The Federal Emergency Management Agency (FEMA) has determined that the demolition and reconstruction (the “Project”) is eligible for federal disaster funding (Stafford Act). Additionally, the State of Florida, through the Department of Emergency Management (DEM) and the Department of Environmental Protection (DEP) will provide supplemental funding to fully fund the cost of the Project (estimated cost: \$18 million). The federal and state funding, however, is a reimbursement: the City will be required to fund the demolition and construction activities initially before costs are recovered.

The City has engaged Hilltop Securities (Mr. Joel Tindal will attend the meeting to provide additional background) to assist the City in soliciting bank proposals for a short-term line-of-credit for costs associated with the Project.

Fiscal Impact: The proposed line-of-credit through Regions Capital Advantage is not to exceed \$21 million for a period not to exceed three years. The interest rate is variable and described in the attached documents (interest will only accrue on the loan funds utilized). Applications to the State for reimbursement are anticipated to be submitted monthly.

Staff Recommendation: Staff recommends approval of Resolution 2024-69.

Attachments: Resolution 2024-69
Proposed Loan Agreement

RESOLUTION NO. 2024-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING A LOAN FROM REGIONS CAPITAL ADVANTAGE, INC. IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PROVIDING FINANCING FOR THE REPAIR AND REPLACEMENT OF DAMAGED PORTIONS OF THE FLAGLER BEACH FISHING PIER AS DESCRIBED HEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF THE CITY OF FLAGLER BEACH, FLORIDA CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE, SERIES 2024 TO EVIDENCE THE CITY'S OBLIGATIONS UNDER THE LOAN AGREEMENT, SUCH NOTE TO BE A LIMITED OBLIGATION OF THE CITY, PAYABLE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED INTO THE CITY'S DEBT SERVICE FUND, TOGETHER WITH CERTAIN GRANT RECEIPTS AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Flagler Beach Fishing Pier incurred significant damage caused by multiple hurricanes; and

WHEREAS, the City Commission (the "Commission") of the City of Flagler Beach, Florida (the "City") enacted Ordinance No. 2024-21 on November 14, 2024 (the "Ordinance") to authorize the City to obtain a loan in an aggregate principal amount of not to exceed \$21,000,000 (the "Loan"), for the purpose of financing the repair and replacement of damaged portions of the Flagler Beach Fishing Pier (the "Project"), by issuing the City's Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 authorized herein (the "Note");

WHEREAS, the City Commission hereby determines, based on recommendations from Hilltop Securities Inc., the City's financial advisor, and City staff, that it is in the best interest of the City to accept the terms of the proposal (the "Proposal"), submitted by Regions Capital Advantage, Inc. (the "Lender"); and

WHEREAS, it is in the City's best interest and a valid and proper municipal purpose to issue the Note to finance the Project;

WHEREAS, pursuant to the terms of that certain Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL) Federally Funded Public Assistance Agreement, with an effective date of January 7, 2017, by and between the State of Florida Division of Emergency Management and the City, the City was awarded federal funding from the Federal Emergency Management Agency ("FEMA") to be applied to the costs of the Project (the "FEMA Grant"); and

WHEREAS, pursuant to the terms of that certain State of Florida Department of Environmental Protection Standard Grant Agreement, dated March 25, 2024, by and between State of Florida Department of Environmental Protection ("FDEP") and the City, as amended on April 22, 2024, the City was awarded state funding to be applied to the costs of the Project (the "FDEP Grant", and collectively with the FEMA Grant, the "Grants"); and

WHEREAS, the debt service on the Note shall be payable solely from a covenant to budget and appropriate from legally available non-ad valorem revenues of the City (the "Non-Ad Valorem Revenues") and amounts received by the City pursuant to the Grants ("Grant Receipts"); and

WHEREAS, the Note will not be secured by a lien on any Non-Ad Valorem Revenues until such amounts are actually budgeted, appropriated and deposited into the Debt Service Fund created hereunder.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act").

SECTION 2. RECITALS. It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. It is in the public interest and a valid and proper public purpose to obtain financing for the Project and issue the Note, as described herein.

C. The Lender's offer to provide the loan to the City at the terms set forth in its Proposal and the Loan Agreement, as defined herein, is the best proposal to provide financing for the Project.

D. Upon deposit in the Debt Service Fund, the City's Non-Ad Valorem Revenues and Grant Receipts shall be used to pay principal of and interest on the Note and any other amounts due under the Loan Agreement or the Note.

E. Because of the characteristics of the security pledged to repay the Loan and prevailing conditions in the financial markets, it is in the best interest of the City to accept the offer of the Lender to enter into the Loan Agreement and sell the Note to the Lender at a negotiated sale. Prior to the issuance of the Note, the City shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit A and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit B.

F. In consideration of the purchase and acceptance by the Lender of the Note authorized to be issued hereunder, this Resolution, together with the terms and provisions of the Loan Agreement, shall constitute a contract between the City and the Lender.

SECTION 3. AUTHORIZATION OF LOAN AGREEMENT. To provide for the security of the Note and to express the contract between the City and the holder thereof, the City does hereby authorize the execution and delivery, on behalf of the City, by the Mayor, under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Lender (the "Loan Agreement"). The Loan Agreement shall be in substantially the form attached hereto and marked Exhibit "C" and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Loan Agreement attached hereto. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued a promissory note to evidence the City's obligations under the Loan Agreement. The Note is authorized to be issued in the aggregate principal amount of not to exceed \$21,000,000, subject to the provisions of Section 4 hereof.

SECTION 4. AUTHORIZATION OF THE FINANCING OF THE PROJECT AND ISSUANCE OF THE NOTE.

The financing of the Project is hereby authorized.

There is hereby authorized to be issued the "City of Flagler Beach, Florida Capital Improvement Non-Ad Valorem Revenue Note, Series 2024," in an aggregate principal amount of not to exceed TWENTY-ONE MILLION DOLLARS (\$21,000,000), which shall evidence amounts outstanding under the Loan Agreement, and will be repaid no later than November 1, 2027 (the "Maturity Date") as provided in the Loan Agreement and the Note. The Note may be drawn upon at any time until the Maturity Date, provided the aggregate principal amount that can be drawn shall not exceed \$21,000,000, subject to restrictions set forth in the Loan Agreement. The Note shall bear interest at a variable rate per annum equal to the sum of (i) 79% of One-Month Term SOFR (as defined in the Loan Agreement) plus (ii) 70 basis points, subject

to adjustment as provided in the Loan Agreement and in the Note, calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, and shall be dated the date of delivery. Interest shall be payable semiannually commencing May 1, 2025 and on each May 1 and November 1 thereafter until the Note is paid in full. Principal on the Note, together with any accrued interest, will be due and payable on the Maturity Date, subject to prepayment as provided in the Loan Agreement and the Note.

The Note shall be substantially in the form attached to the Loan Agreement, with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the City with the manual signature of the Mayor and attested to by the City Clerk and the official seal of the City affixed thereto. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer of the City before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such Note shall hold the proper office of the City, although, at the date of such Note, such person may not have held such office or may not have been so authorized.

SECTION 5. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The City promises that it will promptly pay the principal of and interest on the Note and all other amounts due under the Loan Agreement at the place, on the dates and in the manner provided in the Loan Agreement according to the true intent and meaning hereof and thereof. Amounts due under the Loan Agreement shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of the Constitution and the laws of the State of Florida, but shall be payable solely from the Non-Ad Valorem Revenues and Grant Receipts in accordance with the terms hereof and of the Loan Agreement. The holder of the Note issued hereunder shall never have the right to compel the exercise of any ad valorem taxing power to pay the Note, or be entitled to payment of such Note from any funds of the City except from the Non-Ad Valorem Revenues and Grant Receipts as described herein and in the Loan Agreement.

SECTION 6. USE OF PROCEEDS. The proceeds of the Note shall be used by the City to provide financing to pay the costs of the Project and pay the costs of issuance of the Note.

SECTION 7. GENERAL AUTHORIZATION. The members of the City Commission of the City, the City Manager, the City Attorney, the Finance Director and all other of the City's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Loan Agreement, the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note

Counsel or the initial purchaser of the Note to effectuate the sale of the Note to said initial purchaser.

SECTION 8. PREREQUISITES PERFORMED. The City has performed all acts, conditions, and things relating to the passage of this Resolution as are required by the Constitution and Laws of the State of Florida.

SECTION 9. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 10. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 11. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 12. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 13. MEMBERS OF THE CITY COMMISSION EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, the Loan Agreement or the Note or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement and the issuance of the Note, on the part of the City.

SECTION 14. REPEALER. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 15. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holder

of the Note, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Note.

SECTION 16. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage this 12th day of December, 2024.

[Remainder of this page intentionally left blank]

CITY OF FLAGLER BEACH, FLORIDA
A political subdivision of the State
of Florida

Patti King
Mayor

Attest:

Penny Overstreet
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

D. Andrew Smith, III
City Attorney

[Signature Page | Resolution Authorizing 2024 Loan]

EXHIBIT A
FORM OF LENDER'S CERTIFICATE

This is to certify that Regions Capital Advantage, Inc., (the "Lender") is making a loan to the City of Flagler Beach, Florida (the "City"). The Lender has not required the City to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance by the City of its Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 (the "Note") evidencing amounts due to the Lender relating to the loan from the Lender in the amount of not to exceed \$21,000,000 (the "Loan") pursuant to a Loan Agreement dated _____, 202__ by and between the City and the Lender (the "Loan Agreement"), and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. ("Note Counsel"), the City Attorney ("City Attorney") or Hilltop Securities Inc. (the "Financial Advisor") as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement.

We are aware that the acquisition of the Note involves various risks, that the Note is not a general obligation of the City, and that the payment of the Note is secured solely from the sources described in the Loan Agreement.

We have made such independent investigation of the security as we, in the exercise of sound business judgment, considered to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Note and can bear the economic risk of acquiring the Note.

We acknowledge and understand that neither the Note Resolution or the Loan Agreement are being qualified under the Trust Indenture Act of 1939, as amended, and are not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, as amended, and/or Section 517.061(7), Florida Statutes, as amended, and that neither the City, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We acknowledge and understand that the Note is initially issued in a single denomination equal to the principal amount of the Loan and may be transferred in whole or in part, but will not be transferred in an amount less than \$100,000 and only to a Permitted Lender.

We acknowledge that there will be no CUSIPs obtained on the Loan.

We acknowledge there will be no credit rating obtained on the Loan.

We understand that the Note is not a municipal security and that, unless otherwise required, no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We intend to hold the Note to the earlier of maturity or prepayment. We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are an “accredited investor” within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended.

We have in our possession and have had access to all material information concerning the security and sources of payment of the Note, and, as a result thereof, are thoroughly familiar with the nature and risks of acquiring the Note. We have been afforded access to all material information and have had sufficient opportunity to discuss the business of the City and the projects financed with the proceeds of the Note, with its officers, employees and others, and have been permitted to make an investigation of the City and its operations. We do not require any further information or data concerning the City.

In purchasing the Note, we have relied upon our own investigation, examination, and evaluation of the City and other relevant matters, and we have relied upon the financial information of the City contained in the links in the Request For Proposals dated September 20, 2024 in evaluating the merits of the transaction.

DATED this ___ day of _____, 202__.

REGIONS CAPITAL ADVANTAGE, INC.

By: _____

Name: _____

Title: _____

**EXHIBIT B
FORM OF DISCLOSURE LETTER**

The undersigned, as purchaser and lender, proposes to negotiate with the City of Flagler Beach, Florida (the "City") for the purchase of the City's Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 (the "Note") securing amounts due under a Loan Agreement by and between Regions Capital Advantage, Inc. (the "Lender") and the City in a principal amount of not to exceed \$21,000,000 (the "Loan Agreement"). Prior to the award of the Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the City):

Lender Counsel Fees – \$[_____]

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to provide interim funding for the repair and replacement of damaged portion of the Flagler Beach Fishing Pier.

Unless earlier redeemed, the Note is expected to be repaid on November 1, 2027. Assuming that the interest rate on the Note is [___]%, and assuming the full amount available to be drawn is advanced, total interest paid over the life of the Note is estimated to be \$[_____].

The principal of and interest on the Note will be payable solely from the Non-Ad Valorem Revenues and Grant Receipts as described in Resolution No. 2024-___ of the City duly adopted on December 12, 2024 (the "Resolution") and in the Loan Agreement. Based on the above assumptions and assuming a full draw of \$21,000,000, issuance of the Note is estimated to result in approximately \$[_____] of Non-Ad Valorem Revenues of the City not being

available to finance the services of the City annually during the life of the Note. Grant Receipts are not available to finance services of the City.

6. The name and address of the Lender is as follows:

Regions Capital Advantage, Inc.
1900 Fifth Avenue N., Suite 2400
Birmingham, AL 35203

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this ____ day of _____, 202__.

REGIONS CAPITAL ADVANTAGE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT C
FORM OF LOAN AGREEMENT

LOAN AGREEMENT
dated _____, 202__

by and between

CITY OF FLAGLER BEACH, FLORIDA
(the "City")

and

REGIONS CAPITAL ADVANTAGE, INC.
(the "Lender")

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") made and entered the ____ day of December, 2024, by and between the **CITY OF FLAGLER BEACH, FLORIDA** (the "City"), a municipal corporation of the State of Florida duly organized under the laws of the State of Florida and its successors and assigns, and **REGIONS CAPITAL ADVANTAGE, INC.**, a Tennessee corporation and its successors and assigns (the "Lender").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in **Article I** of this Agreement; and

WHEREAS, the Flagler Beach Fishing Pier incurred significant damage caused by multiple hurricanes; and

WHEREAS, the City Commission (the "Commission") of the City of Flagler Beach, Florida, has determined that it is necessary and desirable to borrow funds to finance the repair and replacement of damaged portions of the Flagler Beach Fishing Pier (the "Project") and to provide financing for the Project in advance of receipt of certain grant proceeds described herein;

WHEREAS, pursuant to the terms of that certain Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL) Federally Funded Public Assistance Agreement, with an effective date of January 7, 2017, by and between the State of Florida Division of Emergency Management and the City, the City was awarded federal funding from the Federal Emergency Management Agency ("FEMA") to be applied to the costs of the Project (the "FEMA Grant"); and

WHEREAS, pursuant to the terms of that certain State of Florida Department of Environmental Protection Standard Grant Agreement, dated March 25, 2024, by and between State of Florida Department of Environmental Protection ("FDEP") and the City, as amended on April 22, 2024, the City was awarded state funding to be applied to the costs of the Project (the "FDEP Grant", and collectively with the FEMA Grant, the "Grants"); and

WHEREAS, the City has determined that it is in the best interest of the City and its inhabitants, and a valid and proper municipal purpose to borrow funds from the Lender (the "Loan") in order to finance the Project and seek reimbursement pursuant to the Grants; and

WHEREAS, the obligation of the City to repay the principal of and interest on the Loan will not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution or laws of the State, but shall be and is hereby declared to be a special, limited obligation of the City, payable from and secured solely by legally available non-ad valorem revenues of the City (the "Non-Ad Valorem Revenues"), and amounts received by the City pursuant to the Grants ("Grant Receipts"), in the manner and to the extent provided herein; and

WHEREAS, the City, pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, Ordinance no. 2024 - _____ enacted by the City Commission (the "City Commission") on November 14, 2024, as supplemented by Resolution No. 2024-____ adopted by the Commission on December 12, 2024, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act") is authorized to borrow money to (i) provide financing for the Project and (ii) pay the costs of issuance of the Note; and

WHEREAS, the City has determined, based on recommendations from the Financial Advisor (hereinafter defined), and City staff, that it is in the best interest of the City to accept the terms of the Lender’s proposal dated October 15, 2024; and

WHEREAS, the Lender is willing to provide the Loan to the City as provided herein, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITION OF TERMS**

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Authorized Investments” means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in the City of Flagler Beach, Florida or Birmingham, Alabama are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"City" shall mean the City of Flagler Beach, Florida, a municipal corporation of the State of Florida.

“City Clerk” means the City Clerk of the City and its designees.

"Date of Delivery" shall mean December ___, 2024.

"Debt Service" means principal of and interest on the Note, and other debt related costs, due in connection with the Note and this Agreement.

"Debt Service Fund" means the City of Flagler Beach, Florida Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund created under Section 4.03 of this Agreement.

"Default Rate" shall mean the Note Rate plus 6% per annum.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Fiscal Year" shall mean the twelve-month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Financial Advisor" shall mean the City's financial advisor, Hilltop Securities Inc., Orlando, Florida.

"Grants" shall mean collectively the FEMA Grant and the FDEP Grant (each as defined in the WHEREAS clauses hereto).

"Grant Receipts" shall mean reimbursement payments received by the City pursuant to the terms of the Grants.

"Lender" shall mean Regions Capital Advantage, Inc., and its successors or affiliates or assigns.

"Loan" shall collectively refer to the loan in a principal amount of not to exceed Twenty-One Million Dollars (\$21,000,000), together with the interest accrued thereon pursuant to and in accordance with this Agreement and the Note.

"Maturity Date" shall mean November 1, 2027.

"Maximum Rate" means the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

"Note" shall mean the City of Flagler Beach, Florida Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 issued by the City under this Agreement to evidence amounts due under this Agreement, the form of which is attached hereto as Exhibit A.

"Note Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Noteholder," "Owner" or "Holder" shall mean the Lender as the initial holder of the Note and any subsequent registered holder of the Note.

"Note Rate" shall mean a variable rate per annum equal to seventy-nine percent (79%) of One-Month Term SOFR, plus seventy basis points (0.70%) and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, subject to adjustment as provided in Section 3.03 or Section 5.01 hereof.

"Non-Ad Valorem Revenues" means all revenues of the City other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make payments on the Note.

"One-Month Term SOFR" means with respect to any Term SOFR Interest Period the forward-looking term rate based on SOFR for a period comparable to the term of such Term SOFR Interest Period as published by the Term SOFR Administrator (or as published by such other comparable financial information reporting service used by Lender, in its sole discretion, at the time such rate is determined) on the day that is two (2) SIFMA Business Days prior to the first day of such Term SOFR Interest Period (or if not so reported, then as determined by the Lender from another recognized source, in Lender's sole discretion), subject to any corrections published by the Term SOFR Administrator. In any event, One-Month Term SOFR will not be less than zero percent (0%) per annum.

"Ordinance" means Ordinance No. 2024-___ enacted by the City Commission of the City on November 14, 2024.

"Resolution" shall mean the Resolution No. 2024-___ adopted by the City Commission of the City on December 12, 2024, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"SIFMA Business Day" means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR" means a rate per annum equal to the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of One-Month Term SOFR selected by the Lender in its sole discretion).

"Term SOFR Interest Period" means the one-month period commencing on the first day of each month and each subsequent period shall commence on the first day of each month; provided

that the first Term SOFR Interest Period shall commence on the date the Series 2024 Note is first issued and end on the last day of the month in which the Series 2024 Note is issued.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) **Existence.** The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full legal right, power and authority to adopt the Resolution, to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound. All conditions precedent to the execution and delivery of this Agreement and the issuance of the Note have been satisfied.

(b) **Validity, Etc.** This Agreement, the Note and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) **No Financial Material Adverse Change.** There are no actions, proceedings or investigations pending against the City or affecting the City (or any basis therefor known to the City) which, either in any case or in the aggregate, might result in any material adverse change in the financial condition, business, prospects, affairs or operations of the City or in any of its properties or assets, or in any material impairment of the right or ability of the City to

carry on its operations as now conducted or proposed to be conducted, or in any material liability on the part of the City and none which questions the validity of this Agreement, the Note or the Resolution or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(d) Non-Ad Valorem Revenues. The City currently receives the Non-Ad Valorem Revenues and is legally entitled to covenant to budget, appropriate and deposit into the Debt Service Fund from such Non-Ad Valorem Revenues amounts necessary to pay the Debt Service on the Note and any other amounts due hereunder and to make the other payments, if any, required under the Note and this Agreement when due. The Non-Ad Valorem Revenues are estimated to be sufficient to pay the Debt Service on the Note and to make the other payments, if any, required under the Note or this Agreement and to make all other payments required to be made from Non-Ad Valorem Revenues as the same become due.

(e) No Litigation. There are no suits or proceedings pending or threatened, of which the City Attorney has notice, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the City, which would have a material adverse effect on the ability of City to fulfill its obligations under this Agreement.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

(a) Existence. The Lender is a Tennessee corporation, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Lender and the making of the Loan have been duly authorized by all necessary action on the part of the Lender and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Lender or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Lender enforceable against the Lender in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights, and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Lender (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan to the City which is evidenced by the Note, (ii) has received and reviewed such financial information concerning the City as it has requested in order to fairly evaluate the merits and risks of making the Loan to the City which is evidenced by the Note, and (iii) is purchasing the Note for its own account in connection with making the Loan to the City and not with a present view toward resale to the public.

**ARTICLE III
THE NOTE**

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Lender shall provide the Loan to the City in the aggregate principal amount of not to exceed Twenty-One Million Dollars (\$21,000,000). The Loan constitutes a non-revolving draw-down loan facility. The proceeds of the Loan shall be used to (i) finance the Project and (ii) pay the costs of issuance of the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The Note shall have a principal amount of not to exceed Twenty-One Million Dollars (\$21,000,000).

(b) Interest. The Note shall bear interest at the Note Rate from the Date of Delivery until paid. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. Interest shall accrue only on the outstanding principal amount of the Loan. Anything provided herein or in the Note to the contrary notwithstanding, in no event shall the Note bear interest in excess of the Maximum Rate.

The Note shall bear interest on the outstanding principal amount drawn against it for each day from and including the date such draws or advances are made until the Note is paid in full, at a rate equal to the Note Rate in effect as of the first day of each Term SOFR Interest Period. The Lender shall determine the Note Rate as of the first day of each Term SOFR Interest Period, and such rate shall become effective on such day until the first day of the next succeeding Term SOFR Interest Period and interest at such rate shall accrue each day until the new Note Rate is established.

The Note Rate, as determined by this Agreement, is subject to change from time to time based on changes in One-Month Term SOFR. One-Month Term SOFR is not necessarily the lowest rate charged by the Lender on its loans. In the event that Lender shall have reasonably determined (which determination shall be conclusive absent manifest error) that, by reason of circumstances beyond Lender's reasonable control affecting the One-Month Term SOFR, the One-Month Term SOFR is unavailable or cannot be determined at any time, then the Lender upon notice to and in consultation with the City, will designate a substitute index (the "Replacement Index"). The Replacement Index shall be used as a temporary substitute for One-Month Term SOFR. Thereafter, the Replacement Index shall be used to determine the interest rate on the Note until One-Month Term SOFR is once again available. If the Replacement Index is used as the basis for determining the interest rate on the Note, then the interest rate on the Note shall be calculated as the sum of the Replacement Index adjusted (plus or minus) by a margin, as reasonably determined by Lender to produce a comparable interest rate to the interest rate that would have applied had One-Month Term SOFR been available. If and when

One-Month Term SOFR is once again available, it will be used as the basis for determining the interest rate on the Note.

(c) Advances under the Note. The Note may be drawn upon at any time until the Maturity Date, provided however, after the initial draw on the Date of Delivery, subsequent draws ("Advances") will be limited to a maximum of two (2) draws per month and each draw must be a minimum of \$400,000. Each draw request shall be requested by the City by submitting a written requisition executed by the Mayor, the City Manager or the Finance Director of the City in the form attached hereto as Exhibit B (each a "Requisition"). Each Advance constitutes a representation by the City that it remains in full compliance with the terms of this Agreement, that no Determination of Taxability has occurred, that no Event of Default currently exists and that no Event of Default, that has not been cured within any applicable grace and notice period, would exist with the passage of time or the giving of notice. The aggregate amount of all Advances, including the initial draw, that may be made hereunder shall not exceed \$21,000,000.

The City shall deliver a Requisition to Lender at least three (3) Business Days in advance of when the Advance is needed in such manner as agreed to by the Lender and the City.

(d) Payments. Interest on the Note shall be paid semi-annually on every May 1 and November 1, commencing May 1, 2025 until the Note is paid in full. Principal on the Note, plus any accrued and unpaid interest, will be payable at the Maturity Date, if not earlier prepaid, subject to prepayment by the City prior to the Note's maturity as provided in subsection 3.02(e) below.

(e) Prepayment. The City may prepay the Note in whole or in part, at any time, with Grant Receipts without a prepayment premium or penalty upon two (2) Business Days written notice to the Lender.

Section 3.03. Adjustments to Note Rate. In the event of a Determination of Taxability due to any actions or omissions of the City, the Note Rate payable on the Note shall be subject to a full gross-up modification, at a rate that would provide the Lender with the same after-tax yield on the then outstanding principal amount of the Loan at least equal to the after-tax yield the Lender would have received if the Determination of Taxability had not occurred (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which any interest on the Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner

to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on the Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest on the Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on the Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on the Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes.

The Owner shall provide to the City such documentation to evidence any adjustment to the Note Rate and the calculations made in connection therewith. All calculations and determinations by the Owner of the amounts payable pursuant to the Note Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive, absent manifest arithmetic error.

Section 3.04. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.05. Conditions Precedent to Funding. Prior to or simultaneously with the delivery of the Note by the City there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City to the effect that (i) the City is a municipal corporation within the State of Florida, duly created and validly existing and has full legal right, power and authority to adopt and perform its obligations under the Resolution, and to authorize, execute and deliver and to perform its obligations under this Agreement and the Note; (ii) the City has duly enacted the Ordinance, adopted the Resolution, entered into this Agreement and issued the Note, and such instruments constitute legal, binding and valid obligations of the City, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion; (iii) except for post-closing disclosures to be filed with the State Division of Bond Finance and Form 8038-G to be filed with the Internal Revenue Service, all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of this Agreement, the Note and the Resolution have been obtained, provided that no opinion shall be required with respect to any authorizations, consents, approvals or reviews required by the securities laws of the United States of America

or of any state, or of any other jurisdiction; (iv) the meetings of the City during which matters relating to the Ordinance, the Resolution, this Agreement and the Note were considered were held in accordance with all applicable rules and all of the laws of the State that govern the meetings of the City; (v) the adoption of the Resolution and the authorization, execution and delivery of this Agreement and the Note, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, resolution or any agreement or other instrument to which the City is subject nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or under the terms of any law, administrative regulation, resolution or instrument, except as expressly provided by the Resolution; (vi) this Agreement and the Note have been duly executed and delivered and the City is in compliance with all conditions contained in the Ordinance, the Resolution and this Agreement precedent to the issuance of the Note; and (vii) as of the Date of Delivery that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of her knowledge, threatened against the City, affecting or seeking to prohibit, restrain or enjoin the City from adopting the Resolution, entering into this Agreement or the issuance or delivery of the Note or contesting or affecting as to the City the validity or enforceability of the Act in any respect relating to the authorization of this Agreement or authorization for the issuance of the Note, and adoption of the Resolution, or contesting the tax-exempt status of interest on the Note, or contesting the powers of the City to impose, levy or collect the Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues as provided herein or any authority for the issuance of the Note or the adoption of the Resolution or which otherwise would materially and adversely affect the financial condition of the City. Notwithstanding the foregoing, no opinion shall be required as to the applicability of any approvals, consents or orders as may be required under the blue sky or securities laws or legal investment laws of any state in connection with the offering and sale of the Note or in connection with the registration of the Note under the Federal securities laws.

(b) an opinion of Note Counsel (who may rely on the opinion of Counsel to the City), stating that such counsel is of the opinion that: (i) the Resolution and this Agreement constitute valid and binding obligations of the City enforceable upon the City in accordance with their respective terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in the Resolution and this Agreement and (iii) assuming compliance by the City with certain covenants in this Agreement relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation, and is not an item of tax preference for purposes of the federal alternative minimum tax.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City; and

(d) a certificate of the City indicating that since September 30, [2023], there has been no material adverse change in the financial condition, operations or prospects of the City or laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the City's ability to comply with its obligations hereunder and under the Note.

(e) such other documents as the Lender reasonably may request (including, without limitation, appropriate executed Florida Division of Bond Finance forms).

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with the Lender, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Lender, but only against the City's receipt of the proceeds of the Loan.

Section 3.06. Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Lender or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit "A" to this Agreement. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the City) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to affect a transfer of the rights and obligations of the Lender under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Note, such mutilated Note shall first be surrendered to the City,

and in the case of a lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

The Note may be exchanged or transferred by the registered owner thereof, but only upon the registration books maintained by the City; provided, however, the Note may not be assigned or transferred except in whole or in part and in a denomination of not less than \$100,000 to a Permitted Lender. A "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans, an "accredited investor" (as defined under Regulation D under the Securities Act of 1933, as amended), or a "Qualified Institutional Buyer" as defined under Rule 144A promulgated under the Securities Act of 1933, as amended. The person or entity in whose name the Note shall be registered shall be deemed the registered Noteholder and the absolute owner thereof for all purposes, and the payment of principal and interest on such Note shall be made only to the Noteholder. Subject to the foregoing, the Lender or any subsequent Noteholder shall be entitled to transfer, sell or assign the Note, as long as such sale or transfer is in accordance with all applicable rules, laws, and regulations.

Section 3.07. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of the Note is hereby granted power to transfer absolute title to this Agreement and the Note in whole by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.08. Use of Proceeds of Loan Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Loan will be used solely to (i) finance the costs of the Project and (ii) pay the costs of issuance of the Note.

**ARTICLE IV
COVENANTS OF THE CITY**

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of the Note. The City promises that it will promptly pay the Debt Service on the Note and all other amounts due under this Agreement at the place, on the dates and in the manner provided in Section 3.02 hereof and in the Note according to the true intent and meaning hereof and thereof. Debt Service on the Note and all other amounts due under this Agreement shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Non-Ad Valorem Revenues and the Grant Receipts in accordance with the terms hereof and of the Note. The holder of the Note shall never have the right to compel the exercise of any ad valorem taxing power to pay Debt Service on the Note or be entitled to payment of such from any funds of the City except from the Non-Ad Valorem Revenues deposited in the Debt Service Fund and the Grant Receipts, as described herein and in the Note.

Section 4.03. Covenant to Budget and Appropriate.

Subject to the next paragraph, the City covenants to budget and appropriate in each Fiscal Year such amount of Non-Ad Valorem Revenues sufficient to provide for the timely payment of the principal of and interest on the Note and any other amounts required to be paid hereunder. Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund amounts sufficient to pay the principal of, premium, if any, and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to budget and pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited in the Debt Service Fund as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement, the Resolution or the Note to the contrary notwithstanding, it is understood and agreed that nothing herein shall compel the City to

maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding Anything herein to the contrary, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Agreement, the Resolution, nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 129.03 and 129.07, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of any Non-Ad Valorem Revenues and the funding requirements for essential governmental services of the City. The City agrees that its covenant and agreement to budget, appropriate and deposit Non-Ad Valorem Revenues shall be deemed entered into for the benefit of the registered owner of the Note and this obligation may be enforced by a court of competent jurisdiction in accordance with the remedies set forth herein or in the Resolution.

There is hereby created and established a “Capital Improvement Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund,” which shall be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account) (the “Debt Service Fund”). Moneys in the Debt Service Fund shall be used only to pay principal of and interest on the Note and for no other purpose.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required hereunder. All income from the investment of moneys in the Debt Service Fund shall be retained therein and used for the purposes thereof.

The City shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments therein is at least equal to the maximum principal amount outstanding on the Note plus accrued interest thereon through maturity.

The designation of the Debt Service Fund as a special fund for this Loan Agreement

shall not be construed to require the establishment of completely independent, self-balancing fund, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in such funds may be pooled with other moneys in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit therein to the respective funds and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. In addition, the Grant Receipts are hereby pledged to the repayment of the Note. The City has lawful power and authority to pledge such Non-Ad Valorem Revenues and Grant Receipts and expects that Non-Ad Valorem Revenues of the City together with the Grant Receipts will be sufficient to pay the principal of and interest on the Series 2024 Note when due as provided herein and in the Note.

Section 4.04. Tax Covenant. The City covenants to the Noteholder that the City will not make any use of the proceeds of the Note at any time during the term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.05. Budget and Other Financial Information. The City shall:

1. Within two hundred forty (240) days following the end of each Fiscal Year of the City, provide the Noteholder with its audited financial statements for the preceding Fiscal Year. So long as the Lender is the Noteholder, such report shall be mailed to Regions Capital Advantage, Inc., 1900 Fifth Avenue N., Suite 2400, Birmingham, AL 35203; and
2. The City shall provide the Lender with a copy of its annual budget within 30 days of adoption by the City Commission (but no later than 30 days after the start of each Fiscal Year); and
3. Provide the Lender with such other financial information as the Lender may reasonably request.

Section 4.06. Anti-Dilution Test. The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year for which audited financial statements are available were at least 1.5 times the maximum annual debt service of all debt expected to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed assuming that interest accrues on such Debt at the current "Bond Buyer 25-Bond Revenue Index" as published in The Bond Buyer (or comparable Index if "Bond Buyer 25-Bond Revenue Index" no longer exists) no more than three weeks prior to any such calculation. In addition, with respect to debt service on any Variable Rate Debt which is subject to a hedge agreement, interest on such Debt during the term of such hedge agreement shall be deemed to be the hedge payments coming due during such period of time but only up to the notional amount of the hedge agreement. For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over 25 years on an approximately level debt service basis. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the original principal amount thereof comes due in any one year. For purposes of calculating maximum annual debt service, with respect to debt service on any Debt to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date. With respect to debt service on any Debt which the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues as a secondary source of funds to satisfy such obligation, only that portion of the debt service on such Debt which was paid for from Non-Ad Valorem Revenues in the immediately preceding Fiscal Year shall be considered in calculating maximum annual debt service.

Section 4.07. Audited Financial Statements. The financial statements of the City for its fiscal year ended September 30, 2023, previously provided to the Lender, were prepared in accordance with generally accepted accounting principles and present fairly the financial conditions of the City as of such date and the results of its operations for the period then ended. Since such date there has been no material adverse charge in the financial condition, revenues (including, without limitation, the Non-Ad Valorem Revenues), properties or operations of the City.

Section 4.08. Grant Receipts. The city shall deposit Grant Receipts into the Debt Service Fund upon receipt and apply such amount to pay or prepay the principal of and interest on the Note.

**ARTICLE V
EVENTS OF DEFAULT AND REMEDIES**

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

1. payment of the principal of or interest on the Note or other fees or amounts due under this Agreement shall not be made when such amounts are due and payable;

2. the City shall default in the due and punctual performance of any other of the material covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) consecutive days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the City to diligently complete such curative action;

3. any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note;

4. any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted;

5. the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

6. the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof;

7. if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control; or

During the occurrence and continuation of an Event of Default, the Note Rate shall be increased to the Default Rate until such time as such Event of Default is cured.

Additionally, if an Event of Default shall occur, the City shall also pay all of the Noteholder's expenses incurred, including without limitation the Noteholder's reasonable

attorney’s fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, trial, appellate proceedings, or otherwise.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from Non-Ad Valorem Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but from the Non-Ad Valorem Revenues) in any manner provided by law, the monies adjudged or decreed to be payable. Notwithstanding anything herein, or in the Note to the contrary, acceleration of the payment of principal of and interest on the Note shall not be a remedy hereunder or in the Note in the case of an Event of Default.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of the Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Noteholder may be exercised from time to time and as often as may be deemed expedient.

The Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any

other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Lender hereunder have been paid in full.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, the City will notify the Lender of any changes in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note.

Section 6.04. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by the City and the Noteholder.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

As to the City:

City of Flagler Beach, Florida
105 S. Second Street
Flagler Beach, Florida 32136
Attention: City Manager

As to the Lender:

Regions Capital Advantage, Inc.
1900 Fifth Avenue N., Suite 2400

Birmingham, AL 35203
Attention: Bo Buckner

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. Waiver of Jury Trial. To the extent permitted by applicable law, each of the City and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the City and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Agreement, the Note or the Resolution. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into this Agreement.

Section 6.07. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.08. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.09. Business Days. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall not be a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.11. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.12. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.13. U.S. Patriot Act. The City represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Lender that the City and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially Designated National and Blocked Person.

Section 6.14. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit A hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

Section 6.15. Privately Negotiated Loan. The City acknowledges and agrees that the Lender is purchasing the Note as evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 6.16. Role of Lender. The City acknowledges that Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the

solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Term Sheet dated October 15, 2024 (the "Term Sheet") and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss the Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on the Term Sheet or any such other information, materials or communications.

[Remainder of page intentionally left blank – Signatures follow]

(Counterpart Signature Page
Loan Agreement – City of Flagler Beach, Florida)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

"CITY"

(SEAL)

CITY OF FLAGLER BEACH, FLORIDA

By: _____
Patti King, Mayor

ATTEST:

By: _____
Penny Overstreet, City Clerk

(Counterpart Signature Page
Loan Agreement – City of Flagler Beach, Florida)

LENDER:

REGIONS CAPITAL ADVANTAGE, INC.

By: _____

Name: Kyle Portwood

Title: Vice President

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED).

**CITY OF FLAGLER BEACH, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE,
SERIES 2024**

Principal Sum	Interest Rate	Maturity Date	Date of Issuance
Not to Exceed \$21,000,000	Variable Rate	November 1, 2027	December __, 2024

The City of Flagler Beach, Florida (the "City"), for value received, hereby promises to pay to the order of REGIONS CAPITAL ADVANTAGE, INC., or its assigns (the "Holder"), at 1900 Fifth Avenue N., Suite 2400, Birmingham, AL 35203 or at such other place as the Holder may from time to time designate in writing, solely from the Non-Ad Valorem Revenues and Grant Receipts as defined in and in the manner and to the extent described in that certain Loan Agreement by and between the Holder and the City, dated December __, 2024 (the "Agreement"), the Principal Sum stated above loaned to the City by the Holder pursuant to the Agreement, together with interest thereon as hereinafter provided until the Maturity Date or the date the principal amount of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree. Interest shall be payable at a rate per annum equal to the sum of (i) 79% of One-Month Term SOFR plus (ii) 70 basis points (0.70%) calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. The Interest Rate on this Note is subject to adjustment as provided herein and in the Agreement. This Note represents a non-revolving draw-down loan as described in the Agreement.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

In the event of a Determination of Taxability due to the actions or omissions of the City, the Interest Rate payable on this Note shall be subject to a full gross-up modification, at a rate that would provide the Lender with the same after-tax yield on the then outstanding principal amount of the Loan at least equal to the after-tax yield the Lender would have received if the

Determination of Taxability had not occurred (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which any interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" shall mean: (a) the receipt by the City or Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence from the Internal Revenue Service which legally holds that the interest on this Note is includable in the gross income of the Owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest on this Note is includable in the gross income of the Owner thereof; or (c) receipt by the City or Owner of a written opinion of Note Counsel to the effect that the interest on this Note has become includable in the gross income of the Owner thereof for federal income tax purposes. For all purposes of this definition, a Determination of Taxability shall be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner thereof for federal income tax purposes.

The Owner shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Owner of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

During the occurrence and continuation of an Event of Default, the Interest Rate shall be increased to the Default Rate until such time as such Event of Default is cured. Upon the occurrence of an Event of Default the Holder shall have such remedies as described in the Agreement.

Interest on this Note shall be paid semi-annually on May 1 and November 1, commencing May 1, 2025 until this Note is paid in full. Principal on this Note shall be due and payable on the Maturity Date, subject to prepayment by the City prior to the Note's maturity as provided below.

The City may prepay this Note in whole or in part, at any time, without premium or prepayment penalty upon two (2) Business Days written notice to the Holder.

Notwithstanding any provision in this Note to the contrary, in no event shall the Note bear interest in excess of the Maximum Rate, as defined in the Agreement.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR OTHER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE NON-AD VALOREM REVENUES AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR THE STATE, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Resolution and the Agreement and reference is hereby made thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Note to be signed by the Mayor, on behalf of the City Commission, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City Commission, either manually or with facsimile signature, and this Note to be dated the Date of Delivery set forth above.

CITY OF FLAGLER BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder: _____

By: _____

EXHIBIT B

FORM OF REQUISITION

**NOT TO EXCEED \$21,000,000
CITY OF FLAGLER BEACH, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2024**

REQUISITION NO.: _____

In the Amount of \$_____

TO: Regions Capital Advantage, Inc., as Lender

Pursuant to Section 3.02(c) of that certain Loan Agreement dated December __, 2024 (the "Loan Agreement") by and between the City of Flagler Beach, Florida (the "City") and Regions Capital Advantage, Inc. (the "Lender"), the City hereby requests an advance in the amount specified below for payment of costs of the Project.

Amount

Payable to:

[City's account number]
[third party payment/wire
instructions must be attached]

Representations and Warranties of the City

1. Funding of this Requisition shall be in accordance with the terms and provisions of the Loan Agreement.
2. All of the information submitted to the Lender in connection with this Requisition is true and accurate as of the date of submission.
3. The representations and warranties set forth in the Loan Agreement are true and correct as of the date hereof with the same effect as if made on this date unless such representation or warranty relates to a specific time.
4. The City represents and warrants to the Lender that there has occurred no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default on the part of the City under the terms of the Loan Agreement or the Note.
5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

Executed this ___ day of _____, 20[___].

CITY OF FLAGLER BEACH, FLORIDA

Name:
Title:



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 12, 2024

Item Name: Implement citywide Fats, Oils, and Grease (F.O.G.) Program for food establishments.

Background: Restaurants and fast-food outlets generate a significant amount of fats, oils, and grease (FOG). City staff is developing a recommendation for an ordinance to address reducing the accumulation of fats, oils and grease in the wastewater system.

The proposed ordinance will apply to restaurants and other nonresidential facilities where food is prepared or served and requires those facilities to control FOG with grease traps or interceptors that are cleaned regularly along with other provisions. Fat clogs begin to form in the sewer lines, layer upon layer of other non-disposable items (like wet wipes) that are in the sewer pipes collect with the fat, resulting in sewer blockages and overflows that can cause health hazards by harboring dangerous bacteria, including *Listeria* and *E. coli*. Fat clogs also cause costly damage to lift station pumps and can threaten the environment. The City plans to implement an inspection program to ensure compliance with the new FOG program. The program will include reviewing pumping and maintenance logs, conditions of existing grease interceptors and enforcement.

Fiscal Impact: The program would implement a monthly fee of \$25 for all commercial food establishments to accommodate policing of Fats, Oils, and Grease within the City system.

Staff Recommendation: Staff seeks additional direction from the City Commission to address FOG

Attachments: Fats, Oils and Grease Program Manual (draft)
Maintenance Log (draft)

City of Flagler Beach, Florida

Fats, Oils & Grease Program Manual

Bill Freeman, P.E. City Engineer

P.O. Box 70

Flagler Beach FL 32136

Phone: (386) 517-2000 Ext 230

Supplement to City Code Sec. **XXX**

Effective: **Month, day, year**

Revision 1: **Month, day, year**

City of Flagler Beach Fats, Oils & Grease Program Manual

Adopted into Ordinance **XX.XX** Effective: Date

Revision 1: Date

Bill Freeman, P.E. City Engineer

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Section 1: Purpose and Objectives

- (a) The purpose of this manual is to establish the City of Flagler Beach Fats, Oils & Grease Program, which provides specific standards for the design, capacity, installation, maintenance and administrative procedures required for grease interceptors and oil/water separators. This manual also establishes inspections, enforcement procedures and fees associated with the Fats, Oils & Grease Program.

- (b) The objectives of the Fats, Oils & Grease Program are to:
 - (1) Reduce the amount of fats, oils and grease discharged to the City of Flagler Beach's Publicly Owned Treatment Works (POTW);
 - (2) Improve operation. of the POTW;
 - (3) Reduce maintenance costs of the POTW;
 - (4) Enable the City to comply with its Florida Department of Environmental Protection permit conditions and any other Federal and State laws to which the POTW is subject.

Section 2: Definitions

The following words and phrases, when used in this article, shall have the meanings indicated below, except when the context clearly indicates a different meaning:

Act or the Act: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC §1251 et seq.

Approved: Describing a method or design acceptable to the City of St. Augustine.

City: The City of Flagler Beach as established by the Charter laws of the City of Flagler Beach

Engineer: The Engineer for the City of Flagler Beach, Florida, acting directly or through an authorized designee.

Florida Plumbing Code: The Plumbing section of the most current adopted edition of the Florida Building Code.

Food Service Establishment: Any non-residential establishment which prepares, cooks, processes, serves and/or packages food or food products. Food service establishments include, but are not limited to, restaurants, food courts, food manufacturers, food packagers, supermarkets, bakeries, bars, fish markets, butcher shops, hospitals, hotels, nursing homes, cafeterias, churches, caterers, ice cream shops, commissaries and schools.

Grease Interceptor: A device designed to separate and retain fats, oils, grease and food wastes from the waste stream, while allowing the remaining wastewater to discharge to the POTW.

May: A permissive or discretionary directive.

Non-Residential Customers: All customers other than those living in single family dwelling units, including commercial, industrial, government, institutional, campgrounds, nursing homes, motels, hospitals, multi-family dwellings, and similar accounts.

Oil/Water Separator: A device designed to separate and retain petroleum based oil from the waste stream, while allowing the remaining wastewater to discharge to the POTW.

POTW (Publicly Owned Treatment Works): A treatment works as defined by the Act and owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. This definition includes public sewers, gravity sewers, manholes, pump stations, force mains, laterals and all other related appurtenances.

Shall: A mandatory directive.

User: Any person, as defined herein, discharging wastewater to the POTW.

Wastewater: Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which contribute to the POTW.

Section 3: General Requirements

- (a) Food service establishments shall direct wastes containing fats, oils and grease to an approved grease interceptor prior to discharging to the POTW. Non-residential customers who have the potential to discharge wastes containing residual petroleum based oil and grease including, but not limited to, car washes and automotive related facilities, shall direct such wastes to an approved oil/water separator prior to

discharging to the POTW. Other users may be required by the Director of Public Works to install an approved grease interceptor or oil/water separator, as appropriate, for the proper handling of wastes containing fats, oils and grease exceeding the numeric local limit established in the City of St. Augustine Code of Ordinances.

- (b) new food service establishments or automotive related facilities with the potential to discharge fats, oils or grease to the POTW shall install an approved grease interceptor or oil/water separator in accordance with this manual prior to occupancy.
- (c) Existing food service establishments or automotive related facilities with the potential to discharge fats, oils or grease to the POTW, without a grease interceptor or oil/water separator currently in use, shall install an approved device by a compliance date determined by the Director of Public Works.
- (d) Existing food service establishments or automotive related facilities with an existing grease interceptor or oil/water separator shall be permitted to continue using their current device, provided it is being regularly cleaned and properly maintained and provided City inspections determine the facility in compliance with the conditions of this manual. If the grease interceptor or oil/water separator is found by the Director of Public Works out of compliance more than three times in a 12 month period, or if the facility is renovated, expanded, sold or undergoes change of ownership, replacement shall be required with a device meeting the requirements of this manual.
- (e) Grease interceptors and oil/water separators shall be installed, cleaned, maintained and repaired by the user in accordance with the requirements of this manual and solely at the user's expense.
- (f) Any requests for extensions to the required installation dates shall be made in writing to the Director of Public Works at least 15 days in advance of the compliance date. The written request shall include the reasons for the user's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work and the steps to be taken to avoid future delays.

Section 4: Design

- (a) Grease interceptors and oil/water separators shall be designed and constructed in accordance with the provisions of this manual, the City of Flagler Beach Code of Ordinances, the Florida Plumbing Code, the Florida Administrative Code and other applicable Federal, State and local laws, rules and regulations.
- (b) Grease interceptors and oil/water separators shall have been tested and listed as satisfactory for the intended use of the interceptors by a nationally or internationally recognized testing agency, such as the International Association of Plumbing and

Mechanical Officials, Plumbing & Drainage Institute or the American Society of Mechanical Engineers.

- (c) The user shall submit to the City the Florida Product Approval report and identification number, along with documentation on the design and expected performance of the grease interceptor or oil/water separator. Information shall include, but shall not be limited to, approval agencies, size, capacity, schematics, plan details, performance data, construction materials, installation instructions and operation/maintenance manual. The City shall approve the device prior to installation.
- (d) Alternative fats, oils and grease removal devices or technologies, such as automatic grease removal devices, shall be subject to City review and written approval. Approval shall be based on proven removal efficiencies with the burden of documenting the efficiency resting with the user.
- (e) In-ground grease interceptors shall be equipped with a minimum of two manholes, each no larger than 24 inches in diameter, located to allow access to the inlet and outlet piping. The covers shall be water and gas tight and shall be labeled as "grease." Traffic installations shall have traffic-bearing manhole covers. Concrete lids, shipping lids or lids which create a hazard shall be prohibited on grease interceptors or oil/water separators and shall be replaced at the next scheduled pump out. Interceptor lids shall remain easily accessible and shall not be covered with bricks, pavers or stepping stones.

Section 5: Capacity

- (a) The capacity of a grease interceptor shall be determined using the following formula:
Capacity in gallons = (S) x (GS) x (HR/12) x (LF)Where:
S = Number of seats
GS = Gallons of wastewater per seat (use 25 for dishes, use 10 for paper or baskets)
HR= Number of hours restaurant is open
LF = Loading factor (use 1.25 recreational area; 1.00 main highway; 0.75 other highway)

The minimum capacity of a grease interceptor shall be 750 gallons. If more than 1,250 gallon capacity is required, the device may be chambered in isolated 1,250 gallon sections or two (2) or more devices may be installed in series.

Under the sink or indoor grease traps are prohibited for new facilities, or facilities that are renovated, expanded, sold or undergo change of ownership, unless granted a written exemption by the City.

- (b) The capacity of an oil/water separator shall be determined using the following formula:

Capacity in gallons = 45 gallons for the first 100 square feet of area to be drained
+7.5 gallons for each additional 100 square feet of area to be drained into separator.

The minimum capacity of an oil/water separator shall be 750 gallons. If more than 1,250 gallon capacity is required, two or more devices may be installed in series.

Section 6: Installation

- (a) Grease interceptors and oil/water separators shall be installed in accordance with the manufacturer's instructions, the provisions herein, the City of Flagler Beach Code of Ordinances, the Florida Plumbing Code, the Florida Administrative Code and other applicable Federal, State and local laws, rules and regulations.
- (b) Grease interceptors and oil/water separators shall be installed by a properly licensed plumbing contractor at the sole cost of the user. All units shall be inspected by the City during the installation process.
- (c) Grease interceptors and oil/water separators shall be installed in a location as close as possible to the source of grease and which provides immediate access at all times for cleaning, maintenance and inspections. The City shall approve the location prior to installation.
- (d) Grease interceptors and oil/water separators shall be installed in the facility's lateral sewer line between all fixtures which may introduce grease into the sewer system and the connection to the City's wastewater collection system (sinks, dishwashers, etc). Garbage disposal or food grinder waste must be routed into an approved solids interceptor prior to discharging into the grease interceptor. Wastewater from sanitary facilities shall not be connected or discharged to the grease interceptor or oil/water separator under any circumstances.
- (e) Grease interceptors and non-mechanical oil/water separators shall be equipped with inlet and outlet piping that have a two-way cleanout tee installed. Inlet piping shall enter at 2.5 inches above the liquid level and connect to a tee extending to 24 inches below the water level. Outlet piping shall start at 8 inches above the bottom of the interceptor and extend vertically to a tee. Tees and pipe shall be no less than 4 inches in diameter and shall be installed with the run in the vertical direction.

Section 7: Cleaning and Maintenance

- (a) Cleaning shall include the complete removal of all contents, including floatable materials, wastewater, bottom sludge, solids and debris.

- (b) Maintenance shall include all activities, including repairs, required to ensure the grease interceptor or oil/water interceptor is in proper working condition and functioning as intended by the device manufacturer. Maintenance includes ensuring inlet and outlet tees are in place and unobstructed, vents are unobstructed, baffles are in place and lid seals are tight.
- (c) Cleaning and maintenance of the grease interceptor, grease trap or oil/water separator shall be the responsibility of the user and provided at the user's expense.
- (d) Grease interceptors and oil/water separators shall be pumped or cleaned out completely at a minimum frequency of once every 90 days or at a frequency determined by the Engineer necessary to prevent carry over of oil and grease to the POTW.
- (e) The user shall be responsible for maintaining grease interceptors or oil/water separators in a working condition as required for efficient operation. An interceptor shall be considered out of compliance if any of the following conditions exist:
 - (1) The floatable grease layer exceeds six (6) inches in depth;
 - (2) The solids layer on the bottom exceeds eight (8) inches in depth;
 - (3) The total volume of captured grease and solid material displaces more than 20 percent of the device capacity; or
 - (4) The removal efficiency of the device, as determined through sampling and analysis, is less than 80 percent.
- (f) The user shall be responsible for inspecting the grease interceptor or oil/water separator during the cleaning or maintenance procedure to ensure proper performance of the procedure and that all fittings and fixtures inside the interceptor or separator are in working condition and functioning properly.
- (g) Grease interceptors shall be deep cleaned annually to include pressure washing or scraping walls, baffles, inlet tees and outlet tees.
- (h) Decanting, back-flushing or discharging of removed wastes back into the grease interceptor or oil/water separator are prohibited.
- (i) Chemical or biological additives shall not be used in a grease interceptor or oil/water separator without written approval from the Director of Public Works. The use of additives shall not be considered a substitute for the cleaning and maintenance requirements set herein.
- (j) Flushing the grease interceptor, grease trap or oil/water separator with water having a temperature in excess of 140 degrees Fahrenheit is prohibited.
- (k) Repairs required by the Director of Public Works shall be completed within 10 calendar days after the date written notice is received by the user, unless the

Director of Public Works approves a different completion date in writing. The user shall be responsible for the scheduling and cost of all repairs.

- (l) Wastes removed from each grease interceptor or oil/water separator shall be disposed at a facility or location permitted to receive such wastes. In no way shall the wastes be returned to any portion of the POTW without prior written approval from the Engineer.

Section 8: Administrative Procedures

- (a) Users shall maintain a record log of cleaning and maintenance activities for each grease interceptor and oil/water separator that includes the following information:
 - (1) General information: facility name, contact person, address and phone number.
 - (2) Transporter information: company name, contact person, address and phone number.
 - (3) Destination information: company name, permit number, contact person, address and phone number.
 - (4) Pumping information: date, time, volume pumped, transporter name, transporter signature, witness name and witness signature.
 - (5) Maintenance information: date, description of maintenance, name and signature.
- (b) Current cleaning and maintenance logs, including all activities for the previous 12 months, shall be posted in a conspicuous location, easily visible and accessible to City personnel.
- (c) The user shall maintain a file of records and other documents pertaining to the facility's grease interceptor or oil/water separator. This file shall include, but is not limited to, the as-built drawings, record of inspections, log of cleaning and maintenance activities and receipts, pumping company information, disposal information, and monitoring data. Records shall be kept on-site for a minimum of three years and be available for inspection and review by the City upon request.

Chapter 9 Inspection

- (a) The user shall permit the City to enter and conduct facility inspections at any time without notice as a condition of being served by City water and sewer.
- (b) Inspections shall be conducted by the City on all facilities containing grease interceptors or oil/water separators with a frequency based on the size of the device. Inspections are conducted to ensure compliance with the requirements of this manual and to ensure adherence to proper cleaning and maintenance schedules.

- (c) If a problem arises, such as line stoppages or increase maintenance of the POTW, or if a violation is noted during the routine inspection, inspections may be conducted more frequently as determined by the City.

Section 10: Enforcement

(a) A Notice of Violation shall be issued to a user for any violation of the provisions of Appendix A – Land Development Regulations of the City Code, of Section 5.03.69, of this manual, which violations shall include but not limited to the following:

- (1) Failure to properly clean or maintain the grease interceptor or oil/water separator in accordance with the provisions outlined herein;
- (2) Failure to provide logs, files, records or access for inspection or monitoring activities;
- (3) Failure to correct a previous violation by an established deadline;
- (4) Failure to timely pay program fees; or
- (5) Failure to comply with any other requirement of this manual.

(b) The City shall enforce the provisions of Section 5.03.69, including the provisions of this Fats, Oils & Grease Program Manual, in accordance with the provisions of Section 5.03.69 of the City Code.

Section 11: Program Fees

- (a) A monthly administrative charge of \$25.00 per month, which includes the cost of routine inspections, shall be added water bill of the FOG producer.
- (b) Additional facility inspections for compliance purposes shall be established at any time by resolution of the City Commission.
- (c) Sample collection and laboratory analyses related to enforcement activities shall be at the rates stated in the Schedule of Costs (fees) for the certified commercial laboratory under contract with the City procured in accordance with the City's purchasing policies.
- (d) The City Commission by resolution may adopt other reasonable fees as deemed necessary to carry out the requirements set forth in this article. These fees relate solely to the matters covered by this article and are separate from all other fees, fines and penalties assessed by the City. These fees are charged to cover the costs incurred by the City to implement and enforce the Fats, Oils & Grease Program.



GREASE INTERCEPTOR / TRAP MAINTENANCE LOG

Facility Name:

Location of Device:

Size:

Maintenance and service records/receipts shall be kept on site and readily available for a period of 3 years from service date. For questions regarding requirements, please contact the City of Flagler Beach FOG Program Manager at 386.276.1007 Ext. 230

DATE	TIME	SERVICED BY	TYPE OF SERVICE (CLEAN/REPAIR)	VOLUME (GALLONS)	DISPOSAL LOCATION	COMMENTS



GREASE INTERCEPTOR / TRAP MAINTENANCE LOG

Facility Name: _____

Location of Device: _____

Size: _____

Maintenance and service records/receipts shall be kept on site and readily available for a period of 3 years from service date. For questions regarding requirements, please contact the City of Flagler Beach FOG Program Manager at 386.276.1007 Ext. 230

DATE	TIME	SERVICED BY	TYPE OF SERVICE (CLEAN/REPAIR)	VOLUME (GALLONS)	DISPOSAL LOCATION	COMMENTS



STAFF REPORT

Meeting Name: Regular Commission Meeting

Meeting Date: 12/12/2024

To: City Commission

From: Hollie Harlan, Finance Director

Date: 12/12/2024

Item Name: Resolution 2024-70 a resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2024-51, which adopted the FY 24/25 Budget, to reflect a Budget Amendment to Amend the Appropriated Fund Balances for 2024/25; providing for conflict, providing an effective date hereof.

Background: On November 14, 2024 the increased rates were not approved for the Utility, Stormwater and Sanitation funds. The attached schedule details the funds which need to be amended in the current fiscal year.

G/L NUMBER	DESCRIPTION	FY24-25 Budget	FY24-25 - Amended Budget	Variance
General Fund				
001.3100.314500	UTILITY TAX - WATER	315,000	309,526	(5,474)
Utility Fund				
401.3400.343301	WATER SALES	1,564,000	1,509,260	(54,740)
401.3400.343302	WATER SERVICE BASE CHARGE	2,351,000	2,268,715	(82,285)
401.3400.343501	SEWAGE SERVICE	1,396,000	1,347,140	(48,860)
401.3400.343511	SEWER BASE FEES	1,552,000	1,497,680	(54,320)
401.3800.389110	TRANSFER FROM FUND BALANCE	2,783,311	3,028,990	245,679
Stormwater Fund				
405.3400.343402	STORMWATER FEES	1,174,000	737,272	(436,728)
405.3800.389110	TRANSFER FROM FUND BALANCE	136,648	573,376	436,728
Sanitation Fund				
403.3400.343401	GARBAGE FEES	1,670,000	1,611,550	(58,450)
403.3400.343403	RECYCLE FEES	138,000	133,170	(4,830)
403.3400.343404	COMMUNITY COLLECTIONS	60,800	-	60,800
403.3800.389110	TRANSFER FROM FUND BALANCE	-	61,678	61,678
403.5391.909302	RESER. FOR CONTINGENCIES - EXPENSE	62,402	-	62,402

TOTAL BY FUND	FY24-25 Fund Balance (Undesignated)	FY24-25 - Amended Fund Balance (Undesignated)	Difference
GENERAL	6,284,990	6,279,516	5,474
UTILITY	17,203,697	16,958,018	245,679
STORMWATER	359,645	(436,728)	(77,083)
SANITATION	681,077	619,399	61,678

Fiscal Impact: Impact to General Fund, Utility, Stormwater and Sanitation funds.

Staff Recommendation: At the minimum, approve rate increases for Stormwater and the Sanitation Fund.

Attachments: Resolution 2024-70

RESOLUTION 2024-70

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2024-51 WHICH ADOPTED THE FY 2024/25 BUDGET, TO REFLECT A BUDGET AMENDMENT TO AMEND THE APPROPRIATED FUND BALANCES FROM FISCAL YEAR 2024/25; PROVIDING FOR CONFLICT, PROVIDING AN EFFECTIVE DATE HEREOF.

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

SECTION 1. The FY 2024/25 Approved Budget is amended as follows:

G/L NUMBER	DESCRIPTION	FY24-25 Budget	FY24-25 - Amended Budget	Variance
General Fund				
001.3100.314500	UTILITY TAX - WATER	315,000	309,526	(5,474)
Utility Fund				
401.3400.343301	WATER SALES	1,564,000	1,509,260	(54,740)
401.3400.343302	WATER SERVICE BASE CHARGE	2,351,000	2,268,715	(82,285)
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403.3400.343403	RECYCLE FEES	138,000	133,170	(4,830)
403.3400.343404	COMMUNITY COLLECTIONS	60,800	-	60,800
403.3800.389110	TRANSFER FROM FUND BALANCE	-	61,678	61,678
403.5391.909302	RESER. FOR CONTINGENCIES - EXPENSE	62,402	-	62,402

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

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

PASSED AND ADOPTED THIS 12th DAY OF DECEMBER, 2024.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA CITY
COMMISSION

Penny Overstreet, City Clerk

Patti King, Mayor

**FY25 Budget Amendment
City of Flagler Beach
December 12, 2024**

Section 7, Item g.

G/L NUMBER	DESCRIPTION	FY24-25 Budget	FY24-25 - Amended Budget	Variance
General Fund				
001.3100.314500	UTILITY TAX - WATER	315,000	309,526	(5,474)
Utility Fund				
401.3400.343301	WATER SALES	1,564,000	1,509,260	(54,740)
401.3400.343302	WATER SERVICE BASE CHARGE	2,351,000	2,268,715	(82,285)
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403.3400.343403	RECYCLE FEES	138,000	133,170	(4,830)
403.3400.343404	COMMUNITY COLLECTIONS	60,800	-	60,800
403.3800.389110	TRANSFER FROM FUND BALANCE	-	61,678	61,678
403.5391.909302	RESER. FOR CONTINGENCIES - EXPENSE	62,402	-	62,402

TOTAL BY FUND	FY24-25 Fund Balance (Undesignated)	FY24-25 - Amended Fund Balance (Undesignated)	Difference
GENERAL	6,284,990	6,279,516	5,474
UTILITY	17,203,697	16,958,018	245,679
STORMWATER	359,645	(436,728)	(77,083)
SANITATION	681,077	619,399	61,678



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 12, 2024

Item Name: Resolution 2024-71. A Resolution by the City of Flagler Beach, Florida, accepting the proposal from Catalyst Design Group Inc., for Wickline Park consulting services; providing for conflict and an effective date.

Background: The City Commission, with Resolution 2024-63, recently accepted a grant award from the Department of Environmental Protection (DEP) Florida Recreation Development Assistance Program (FRDAP) 2024-63. The grant award matches a City commitment of \$170,000, providing \$340,000 for improvements at Wickline Park. The City solicited qualifications from interested consultants to assist with the redevelopment efforts.

Qualifications were submitted by the Catalyst Group (Winter Park) and JBrown Professional Group (St. Augustine). At the December 4, 2024 meeting, the members of the City’s Parks Ad-Hoc Committee reviewed and scored the submissions. Subsequently, the members of the Parks Ad-Hoc Committee recommended that the City Commission work with the Catalyst Design Group.

The scope of the proposal is described in the supplemental document to the Catalyst Design Group’s submission. In summary, representatives of the Catalyst Design Group will develop a Master Plan and, based upon that plan, prepare a conceptual development plan for Wickline Park.

Fiscal Impact: The cost of the Master Plan effort (\$19,650) will be expended as part of the City’s Capital Fund (funds transferred from the Community Redevelopment Agency Fund)

Staff Recommendation: Staff recommends adopting Resolution 2024-71.

- Attachments:**
- Resolution 2024-71
 - Request for Qualifications (October 18, 2024)
 - Submission, Catalyst Design Group
 - Proposal, Catalyst Design Group
 - Submission, JBrown Professional Group
 - Minutes (draft), Parks Ad-Hoc Committee (December 4, 2024)
 - Evaluation Score Summary

RESOLUTION 2024-71

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM CATALYST DESIGN GROUP INC., FOR WICKLINE PARK CONSULTING SERVICES; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach applied for and was awarded a grant from the Florida Department of Environmental Protection’s Florida Recreation Development Assistance Program for improvements at the City’s Wickline Park; and

WHEREAS, the City solicited qualifications for park consultants to assist with the redevelopment of Wickline Park; and

WHEREAS, the City’s Parks Ad-Hoc Committee review and evaluated the submissions from the Catalyst Design Group and the JBrown Professional Group, and subsequently recommended that the City accept the proposal from the Catalyst Design Group;

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

SECTION 1. The City accepts the proposal (dated November 13, 2024) from the Catalyst Design Group to prepare a Master Plan for Wickline Park in an amount not to exceed \$19,650.

SECTION 2. The City Commission thanks the members of the Parks Ad-Hoc Committee for their efforts to improve City parks that contribute to the quality of life in Flagler Beach.

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King
Mayor

Penny Overstreet
City Clerk



City of Flagler Beach

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

October 18, 2024

To: Interested Professionals
From: Mr. Dale L. Martin, City Manager *DLM*
Re: City of Flagler Beach Park Improvements

1. The City has several parks dispersed throughout the community, with uses ranging from a “village green”; neighborhood “pocket parks”; nature preserves; and active recreation. The City, with the support of external funding assistance from the State of Florida, is seeking qualified consultants that may be interested in assisting the City in park redevelopment.
2. The primary park of interest is Wickline Park. Wickline Park is the most active City park, with such amenities as tennis, pickleball, basketball, volleyball, swings and slides, and exercise stations. The grounds also include a significant trailhead, the City Library, Community Center, and another historic building that houses the City’s Building and Planning Departments. The Park hosts the weekly farmers market, offering a variety of handcrafted goods, produce and other foods, plants, and services. With the available funding, the City, guided by a Parks Committee, seeks to examine opportunities and improvements at Wickline Park.
3. If interested in assisting the City with Wickline Park improvements, please respond to the following statements (total package not to exceed ten single-sided pages):
 - A. Please indicate who would be the designated Project Manager and describe the relevant credentials and experience of the Project Manager. Please also provide similar information for additional supporting professional staff or subconsultants (value: 50 points).
 - B. Please offer three communities with which the Project Manager (or other senior staff) has assisted in a similar capacity. (value: 25 points).
 - C. Please visit the Park and offer a general narrative of observations and preliminary recommendations (value: 25 points).
 - D. IN A SEALED ENVELOPE, please present a total cost proposal for the following tasks:
 1. Review and report of current conditions.
 2. Recommendation of possible improvements, including estimated costs (to include two on-site meetings with the Parks Committee and one formal presentation to the City Commission).
 3. Project management for implementation of selected improvements.
4. After reviewing timely submissions, the Parks Committee will score each submission and subsequently rank the submissions. Only after such ranking, and in order to maintain the integrity of a qualification-

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

based selection process, will the highest ranked submission’s cost proposal be opened and examined. If deemed, at the sole discretion of the City to be of appropriate value and acceptable cost, the Parks Committee will offer a recommendation to the City Commission in support of the highest ranked submission.

- 5. If the cost and value of the highest-ranked submission, at the sole discretion of the City, is determined to be inappropriate, the second-highest ranked submission cost proposal will be opened and examined. If necessary, this process will continue until the Parks Committee makes a recommendation to the City Commission. All unopened cost proposals will be returned to the sender after City Commission has considered the recommendation of the Parks Committee and selected the desired consultant.
- 6. The tentative schedule for the selection process is as follows (subject to finalized funding obligations with the State of Florida):

- November 15, 2024- Responses due
 - December 4- Parks Committee Review and Recommendation
 - January 11, 2025- City Commission selection

- 7. If you desire additional information through on-site visits or documents, please contact me.
- 8. Again, thank you for your interest. This effort has the potential to contribute significantly to the quality of life in Flagler Beach and I look forward to working with you on this project.



CATALYST DESIGN GROUP RESPONSE TO
THE CITY OF FLAGLER BEACH'S
RFP #151124
PARK IMPROVEMENTS CONSULTANT
Flagler Beach, Florida

November 15, 2024

Tim Salka, PLA, ASLA
Project Manager
1085 W. Morse Blvd., Winter Park, FL 32789
tsalka@catalyst-dg.com | 954.599.6859

Images represent projects completed by Catalyst Design Group and our staff.





A. TEAM ORGANIZATIONAL CHART



TIM SALKA, PLA, ASLA

Project Manager



BRUCE HALL, PLA, ASLA

Principal-in-Charge



JAY HOOD, PLA, ASLA

Principal Landscape Architect



BORIS WONG, PLA, ASLA

Senior Landscape Architect



LULU LU, ASLA

Landscape Designer



WANCHEN WANG

Landscape Designer



OLIVIA LEE

Landscape Designer

A NOTE ON SUBCONSULTANTS

Catalyst will manage the Park Improvements Consultant contract, serve as the design lead, and engage any teaming partners as necessary. While we have longstanding relationships with a variety of subconsultants, our staff also looks forward to working with the professionals the City of Flagler Beach selects.



TIM SALKA, PLA, ASLA

Project Manager

Tim is an experienced design professional who brings an extensive work history, including parks and recreational facilities, master planned communities, streetscapes, a themed wildlife park and resort, casino and mixed-use projects, and a variety of hotels and resorts.

EXPERIENCE

24 years

EDUCATION

Bachelor of Landscape Architecture, Michigan State University, 2000

REGISTRATIONS

Registered Landscape Architect: FL
 #LA6666749

MEMBERSHIPS

American Society of Landscape Architects

Northwest Community Park, St. Johns County, FL

Senior landscape architect for the park as part of Catalyst's Four-Park Planning and Design effort. Led the construction document phase for this 63-acre park surrounded by planted pines and wetlands. The park features four baseball/softball fields, a destination playground, a walking path, a community center, pickleball courts, two volleyball courts, and picnic pavilions.

Spring Lake Improvement District 7 Park and Trail System Master Plan, Sebring, FL

Project manager for the master planning of seven existing and planned parks. The project scope included a one-day charrette with key stakeholders for the conceptual design, illustrative renderings, and a final illustrative master plan for each site and a trail network.

Northeast Community Park Library Destination Playground, St. Johns County, FL

Developed the design for a destination playground on the site's lakefront featuring environmentally themed play elements, shade structures and vertical structures "floating" over the lake surface.

Lake Ariana Lakefront Park, Auburndale, FL

Senior landscape architect for construction document services for the eight-acre park renovation, including a new two-story, 20,000-SF civic center, event lawn, event garden, new boat ramp and docks, picnic pavilion, waterfront concession/restroom building, canoe/kayak launch, shoreline restoration, and rain gardens.

City of Orlando Community Park at EverBe, Orlando, FL

Senior landscape architect for the new community park within the community of EverBe. The 34-acre park master plan features four softball fields, 12 pickleball courts, an all-wheels park, a destination

playground, four sand volleyball courts, three multipurpose fields, two basketball courts, picnic lawn, a one mile walking path, and a four-acre public safety facility.

Lake Wales Nine Parks Master Planning, Lake Wales, FL

Project manager for the design of nine existing active and passive recreational parks. The parks' design emphasizes the natural features of each site. Totaling over 246 acres, the parks collectively feature multipurpose and ball fields, a running track stadium, community centers, splash pads, aquatics center expansion, destination and neighborhood playgrounds, event lawns and amphitheaters, festival streets, complete street interventions, trails, tennis courts, basketball courts, pickleball courts, sailing, fishing, and dog parks.

City of Orlando Playgrounds Orlando, FL

Project manager/senior landscape architect for the public involvement, master planning, and construction documents of playground and exercise features for multiple parks.

Richland Park, Bartow, FL

Project manager for the renovation, including milling two existing tennis courts and replacing one new tennis courts and four new pickleball courts. The design also features new fencing and play surfaces.

Summerlin Park, Bartow, FL

Project manager for the renovation, including the milling and resurfacing of the existing basketball court, correcting drainage issues, and providing new fencing, curb cuts, a designated grass parking area, and new site furnishings.

Civic Center Tennis Court Renovation, Bartow, FL

Project manager for renovating the existing tennis court facilities, replacing eight existing tennis courts, fencing, and light



BRUCE HALL, PLA, ASLA

Principal-in-Charge

Bruce has over 35 years of experience with site design and landscape architecture. Areas of specialty include active/passive recreation, multipurpose pedestrian/bicycle facilities, streetscape design, and residential/mixed-use community master planning and design.

EXPERIENCE

35 years

EDUCATION

Bachelor of Landscape Architecture
University of Florida,
1988

REGISTRATIONS

Registered Landscape Architect: FL
#LA0001367

St. Johns County Four Parks Design and Planning, St. Johns County, FL

Principal landscape architect for the design and planning of four parks for St. Johns County ranging in size and features (from 10 to 63 acres) with multipurpose fields, sports courts, restrooms and concession buildings, playgrounds, picnic pavilions, outdoor fitness areas, event lawns, plazas, walking paths, and more.

Larry Parrish Park Expansion, Haines City, FL

Principal landscape architect for the master planning and design of the 33-acre park expansion. The master plan features three new baseball/softball fields,

two multipurpose fields, basketball courts, a splash pad, a destination playground, a boardwalk and trail network through wetlands, and a tiered field.

Lake Howard Nature Park, Winter Haven, FL

Principal landscape architect for the master planning of the 28-acre stormwater treatment nature park, combining the existing boardwalks and stormwater treatment basins, a walking path, interpretive exhibits, and a restroom building. The plan includes walking paths, improved parking and traffic calming, a new classroom, a bat house, exercise stations, a lake maintenance dock, and improved boardwalks.



JAY HOOD, PLA, ASLA

Principal Landscape Architect

With 36 years of experience, Jay's experience includes a focus on site design and landscape architecture for parks, public spaces, and streetscapes. Jay has worked on a range of projects from regional network and corridor master plans to streetscape design plans.

EXPERIENCE

36 years

EDUCATION

Bachelor of Science in Landscape Architecture
Purdue University, 1987

REGISTRATIONS

Landscape Architect: FL
#LA0001277, CO, OH

Lake Mirror Park, Lakeland, FL

Principal-in-charge, principal designer, and project manager for the Lake Mirror Park project. His responsibilities included preparation of the master plan and landscape architecture design. The park houses several civic uses including the City Hall, the Lake Mirror Center, Hollis Garden, Barnett Family Park and a fire station. *Top 10 Great Public Spaces in the U.S., 2014.*

Lake Eva Park, Haines City, FL

Principal designer for Haines City's 29-acre park, organized around a great lawn and amphitheater used for community festivals and concerts. Features an aquatics facility with a competition pool, children's pool,

and splash pads in addition to tennis courts and pro shop, basketball courts, two large shaded playgrounds, a swimming beach, and a meeting and conference center.

Indian RiverSide Park Master Plan and Phase I, Martin County, FL

Principal landscape architect for Indian RiverSide Park. The plan included preservation of historic properties, re-use of existing buildings, and the development of new recreational facilities. The park includes an environmental education center, facilities for weddings and special events, a waterfront promenade, multi-use trail, picnic facilities, canoe launch, pier, rustic waterside pavilion, and public art.



BORIS WONG, PLA

Senior Landscape Architect

Boris has over 13 years of international and local experience in site design and landscape architecture for a wide variety of project types, including higher education, hospitality, healthcare, parks, streetscape, residential, and urban design. Areas of expertise and interest include green infrastructure, visualizations, resort and hospitality and urban open spaces.

EXPERIENCE

13 years

EDUCATION

Master of Landscape Architecture, University of Florida, 2011
BS in Community and Regional Planning, Economics, Iowa State University, 2007

REGISTRATIONS

Landscape Architect: FL
#LA6667315

Ocoee Lakefront Park, Ocoee, FL

Landscape architect for the master planning of this 15-acre park with new City Hall grounds, an expansion to the Lakeshore Center, a splash pad, a waterfront boardwalk promenade, multiple event venues, multipurpose parking, a memorial garden, a wedding garden, and a trailhead.

St. Johns Central Sportsplex, St. Johns County, FL

Landscape architect for the construction document phase for the 40-acre active recreation facility, featuring a track and multipurpose field stadium, four synthetic turf multipurpose fields, four synthetic turf flex-fields for baseball/softball fields, a

food truck court, outdoor dining spaces, a playground and exercise court, flex lawns with concession/restroom building, and group pavilions.

Brittany Bay Park, Miami Beach, FL

Landscape architect for Brittany Bay Park. The park, situated along 1,000 feet of Biscayne Bay waterway, features a waterside promenade and "living shoreline" to address sea level rise and a failing seawall. The design created the "living shoreline" environment and a "floating" deck spanning the environment. The design includes improved pedestrian circulation, 10 exercise stations, flexible open spaces and landscape enhancements.



WENJUN "LULU" LU, ASLA

Landscape Designer

Lulu has experience in urban design, landscape design, green infrastructure, branding, and wayfinding. She is proficient with design programs including Photoshop, InDesign, Illustrator, After Effects, SketchUp, AutoCAD, Lumion, ArcGIS pro, CityEngine, and Rhino.

EXPERIENCE

6 years

EDUCATION

Master of Landscape Architecture, University of Florida, 2018
BS in Landscape Architecture, Nanjing Forestry University, Nanjing, China, 2016

Lake Ariana Lakefront Park and Community Center, Auburndale, FL

Landscape designer for the master planning and new design of the eight-acre park, including a new, two-story, 20,000-SF civic center, an event lawn and garden, a new boat ramp and docks, a picnic pavilion, a waterfront restroom building, a kayak launch, shoreline restoration, rain gardens, a roundabout, and a complete street.

Northeast Community Park, St. Johns County, FL

Landscape designer for the 50-acre park, which includes four baseball/softball field, two multipurpose fields, pickle ball courts, an all-wheels park, an extreme

mountain bike course, volleyball courts, scout camping area, splash pad, canopy boardwalk, restroom/concession buildings, plazas, an outdoor fitness area, event lawn, playground, picnic pavilions, a walking path, and a stormwater pond.

Chain of Lakes Park Master Plan, Winter Haven, FL

Landscape designer for the park renovation and expansion. The 70-acre project featured the addition of a 60,000-SF field house with an upgraded theater and recreation building, aquatics center renovation, and an overall new design for the existing open space areas of this lakefront park.



WANCHEN WANG

Landscape Designer

Wanchen strives to enhance the built environment while safeguarding the natural ecosystem by prioritizing sustainability, connectivity, safety, and identity in her design approach, ultimately seeking to improve people's quality of life. She excels at collaborating with design teams to find innovative and sustainable solutions to complex challenges.

EXPERIENCE

5 years

EDUCATION

Master of Science in Landscape Architecture, The Ohio State University, 2019
Bachelor of Engineering in Landscape Architecture, Nanjing Forestry University, 2015

Bartow Library Reading Trail, Bartow, FL

Landscape designer for the 1,000' lakeside trail, including reading stations/seating areas with swinging benches and shade trees overlooking the adjacent lake. The trail is designed to connect to the adjacent park and neighborhood and to provide a looped connection to the existing trail.

14.5 mile trail network along lakes and wetland edges, through linear parks/mews and along streetscapes includes rest areas and ties into the planned Orange County Trail System.

Everbe Passaic Parkway and Tail Orlando, FL

Landscape designer for the 3/4 mile spine parkway and trail leading into the heart of the new 3,500 residential community by Pulte Homes. The trail along densely planted lake edges and linear berming comprises a portion of the community's

Waterfront Park Phase 4 Louisville, KY

Landscape designer for the Waterfront Park Playground in an area key to reconnecting West Louisville with downtown and expanding the riverfront revitalization. Features a learning area called PlayPort at Waterfront Park, a 1.5-acre park celebrating the waterfront's industrial roots by using authentic artifacts to "Make Play Out of Work." Visitors can turn a towboat propeller or role play as an excavator operator.



OLIVIA LEE

Landscape Designer

Olivia joined Catalyst after completing an internship with the firm in Summer 2022 and graduating from the University of Florida. She supports the team in landscape design and proficiency in Adobe Creative Cloud, AutoCAD, Rhino 3D, Lumion, Sketchup, and Land FX.



EXPERIENCE

1 year

EDUCATION

Bachelor of Landscape Architecture, University of Florida, 2023

AWARDS

Award of Honor for "The Hideaway: Rainforest Retreat at Parque Amazonia," ASLA Florida Chapter, 2023

Winter Haven Tennis and Shuffleboard Complex Planning, Winter Haven, FL

Developed multiple alternative site plans to add pickleball and tennis courts to the 13-court facility while repositioning the complex's existing 24 shuffleboard courts. Work included conceptual design for surrounding streets to be complete streets.

City of Orlando Community Park at EverBe, Orlando, FL

Landscape designer for the community's 7.5-acre central amenity featuring a diverse active and passive recreation program, including a flexible lawn; adult and family pools; pickleball, volleyball, and futsal courts; a concession/restroom building; a destination playground; splash pad; and community-use buildings, which include a fitness club. Produced illustrative graphics.

Lake Wales Sculpture Garden, Lake Wales, FL

Developed the bid documents for a sculpture garden addition to Railroad Linear Park. The design retains open spaces for events but features a series of pads for public art displays, enhanced landscaping, and active rail line and an ornamental fence for safety.

Polk State College Campus Pickleball Courts, Winter Haven, FL

Landscape designer for the conceptual design for 12 pickleball courts to be located on the campus as three tennis courts.



B. SIMILAR SERVICES AND APPROACH

Throughout their careers, *Tim Salka, PLA, ASLA, Bruce Hall, PLA, ASLA, Jay Hood, PLA, ASLA*, and our staff have provided master planning and landscape architectural services for parks and trails, serving various municipalities and large-scale residential communities and resorts. Our staff possess extensive experience with similar governmental projects and continuing contracts. Clients have included the Cities of Auburndale, Bartow, Daytona Beach, Haines City, Lakeland, Lake Wales, Orlando, and Winter Haven as well as Orange County, Seminole County, St. Johns County, and Spring Lake Improvement District. Below are three communities that exemplify a history of similar services.

CITY OF BARTOW, FL

EXPERIENCE OVERVIEW

Catalyst has worked with the City of Bartow for over two years with *Tim Salka, PLA, ASLA* serving as *Project Manager* and *Bruce Hall, PLA, ASLA and Jay Hood, PLA, ALA* serving as *Principal Landscape Architects* for the City's Library Reading Trail and active park projects. In April, we began collaborating with the City on a continuing basis for Landscape Architecture, Trails and Greenways, and Parks and Recreation as a prime consultant, and we were selected as a subconsultant on the City's Continuing Architecture Contract and Continuing Engineering Contract.

Furthermore, *Bruce* and *Jay* have worked with the City over the past 20 years on various projects, including Fort Blount Park; FDOT D1 Combee Road Complete Street; FDOT D1's Districtwide Systems Planning, Corridor Plans, and Complete Street Analyses; Polk County TPO's Trail from Bartow to Fort Meade.



Bartow Softball Fields

RELEVANT PROJECTS

- Bartow Library Reading Trail**
 Tim served as project manager for The Bartow Library Reading Trail, designed to provide families with young children a space to read stories in an outdoor setting while incorporating physical activity. The trail displays book pages, and each station features a lockable encasement, allowing different books to be presented and changed periodically. The trail incorporates musical elements, seating opportunities, spaces for group activities and play structures for children, all within the beautiful lakeside context of the Bartow Library.
- Richland Park Tennis Renovation**
 Tim served as project manager for the tennis court renovation, including the conversion of one of the tennis courts into four pickleball courts. Project management included direction for site survey and site civil.
- Summerlin Park Basketball Renovation**
 Tim served as project manager for the renovation, including the milling and resurfacing of the basketball court. The project required correcting drainage issues and providing new fencing, curb cuts, a designated grass parking area, and new site furnishings. Project management included direction for site survey and site civil.
- Bartow Civic Center Tennis Court Renovation**
 Tim served as project manager for removing and replacing eight existing tennis courts, fencing, and new athletics lighting. The project required working with existing site conditions, including large existing live oaks and hardscape features near the courts. Other improvements included drainage and compliant ADA access.

CITY OF ORLANDO, FL

EXPERIENCE OVERVIEW

Our staff has a history of working with the City of Orlando. **Bruce** and **Jay** collaborated with the City on Camping World Stadium, Eola Park Centre, Division Avenue Complete Street Plan, Rio Grande Streetscape, and DSNID Complete Streets Master Plan.

Catalyst holds a continuing contract with the City as a prime consultant for Landscape Architecture and Planning, including **Tim's** role as **Project Manager** and **Bruce** and **Jay's** roles as **Principal Landscape Architects** for various parks and playgrounds over the past year.



Community Park at EverBe

RELEVANT PROJECTS

- **City of Orlando Community Park at EverBe**

Tim served as senior landscape architect for the City of Orlando's new community park located in the EverBe community. The 34-acre park master plan features four softball fields, 12 pickleball courts, an all-wheels park, a destination playground, four sand volleyball courts, three multipurpose fields, two basketball courts, a picnic lawn, a one-mile walking path, and a four-acre public safety facility with police and fire rescue stations. He is now leading the public involvement phase before initiating construction documents.

- **City of Orlando Hoequist Park Playground**

Tim served as project manager and senior landscape architect for the public involvement, master planning, and construction documents of a playground feature element of this existing park. The scope included incorporating new equipment and play features while preserving most of the existing hardscape. Additionally, an underdrain system was required to address existing drainage issues on site. Project management included direction for site survey and site civil, as well as liaison with City of Orlando staff.

- **City of Orlando John H Jackson Neighborhood Center**

Tim served as project manager and senior landscape architect for schematic design and construction documents of the new outdoor exercise circuit, mural wall, and playground at this existing community center. Scope included working with City staff to address and remedy existing site constraints, including existing trees, ROW issues, mural design, and access. Project management included direction for site survey and site civil, as well as liaison with City of Orlando staff.

- **City of Orlando Southport Park Playground**

Tim served as project manager and senior landscape architect for the public involvement, master planning, and construction documents of a playground feature element for this existing park. Project scope addressed root and canopy issues from existing trees, new fencing, new playground features, musical play elements and ADA-accessible play features. Project management included direction for site survey and site civil, as well as liaison with City of Orlando staff.

- **South Orange Avenue Gateway**

Tim serves as project manager and senior landscape architect for the conceptual design process through construction documents for this important feature. This scope includes establishing a new planting palette and landscape treatment for one of the primary southern access points to the City of Orlando along Orange Ave. The gateway is meant to enhance the experience and signify an arrival point, while mitigating the impact of the east-west overpasses of the 408 Expressway.

CITY OF AUBURNDALE, FL

EXPERIENCE OVERVIEW

Catalyst staff have worked with the City of Auburndale for over a decade on various park and streetscape projects, including Lake Myrtle Sports Complex and Pilaklakaha (PK) Avenue Streetscape. Catalyst serves as a subconsultant for the City's Architectural/Engineering Continuing Contract. Through this contract and other project opportunities, we continued to work on phases of Lake Myrtle Sports Complex, Lake Ariana Lakefront Park and Civic Center, and Auburndale Streetscape Design Guidelines, with **Tim** playing a key role as **Senior Designer and Project Manager** and **Bruce** and **Jay** as **Principal Landscape Architects**.



Lake Ariana Lakefront Park and Civic Center

RELEVANT PROJECTS

- Lake Ariana Lakefront Park and Civic Center**
Catalyst provided master planning, design, and construction documents for Lake Ariana Lakefront Park and Civic Center. Tim served as senior landscape architect for construction document services for the renovation of the existing eight-acre park and community center. The updated park will include a new two-story, 20,000-SF civic center, event lawn; wedding/small event garden, new boat ramp and docks, picnic pavilion, waterfront concession/restroom building, canoe/kayak launch, shoreline restoration, and rain gardens.
- Havendale Boulevard Landscape**
Tim served as project manager and senior landscape architect for the redesign of boulevard medians along Havendale Boulevard. Project scope included redesign of median landscape treatments to minimize maintenance requirements, enhance roadway experience, and maintain visual sightlines. Additional scope included exploration of ground plane treatments including aggregates, mulch, pavers, and stamped concrete options for discussions with FDOT.
- Bridgers Road Stormwater Pond Landscape**
Tim served as project manager and senior landscape architect for the landscape design for bank treatments at Bridgers Pond. The project scope included designing roadside and bank plantings that could survive the pond's fluctuating water conditions, enhance State Road 92, and provide maintenance access to the fenced pond.
- Reckers Road Stormwater Pond Landscape**
Tim served as project manager and senior landscape architect for the landscape design for bank treatments at Reckers Road Stormwater Pond. Project scope included design of low maintenance roadside and bank plantings, which could survive the fluctuating water conditions at the pond and provide enhancement along Reckers Road and the overpass to Mainstreet while maintaining access around the pond for maintenance.
- Auburndale Streetscape Design**
Bruce served as principal landscape architect for the conceptual streetscape design for Center Street, Howard Street, and Palmetto Street, utilizing the downtown landscape master plan previously prepared by Catalyst. Project elements include hardscape, site furnishings, and landscape.



C. WICKLINE PARK: OBSERVATIONS AND RECOMMENDATIONS

PROJECT OVERVIEW

The City of Flagler Beach's Wickline Park provides an incredible asset to the City of Flagler Beach and its residents. The park is uniquely located between the beach and intercoastal waterway of the Matanzas River. The park shares frontage at the intercoastal with the Betty Steflik Memorial Preserve, providing a trailhead to the preserve and access to the boardwalk which traverses wetland March and coastal shrub habitat. Wickline Park provides residents with recreational opportunities, as well as cultural opportunities at the on-site Library and the Farmers Market.

With many of the features in the park needing updates or renovations, the City is positioned with the unique opportunity to reevaluate the park's features. A visited program and park renovation could provide better access and better address the needs of residents now and into the foreseeable future.

ON-SITE OBSERVATIONS

While providing many recreational opportunities for residents, some elements are likely past their usable life span, with others no longer meet the lifestyle needs of current residents. The City has already begun to address some of these issues by securing the Florida Recreation Development Assistance Program (FRDAP) grant for renovating the playground. The 50/50 match on these funds provides a budget for addressing the deteriorated playground equipment, its functionality, safety issues, and providing accessibility which meets ADA standards. During our visit, a resident even mentioned the lack of mulch under the swings and said she had fallen into one of the ruts. Additionally, other residents voiced their desire for dedicated pickleball courts and better drainage on the courts during our visit. There seems to be an active group of pickleball players who bring their own nets and posts to facilitate games on the existing tennis courts.

Other observations:

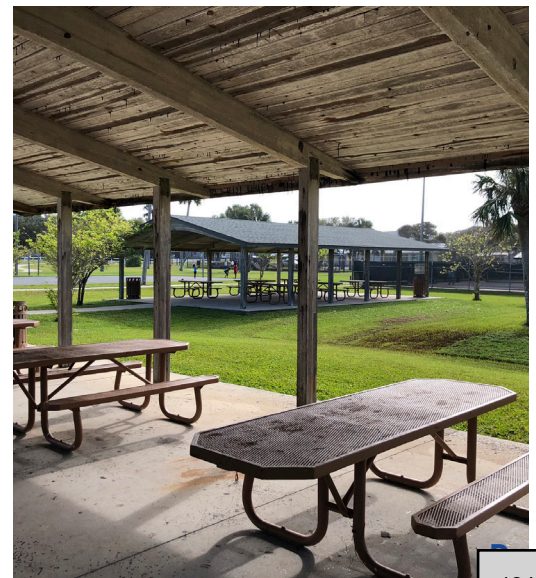
- Opportunities for better parking and connections to surrounding neighborhoods at streets.
- Farmers market is understood to utilize the existing basketball court on Saturday.
- Central gathering space could provide passive recreation opportunities and support for the Farmers Market and other events.
- No pedestrian connection to the park along Flagler to the trail on Moody Boulevard.
- Underutilized waterfront, and many users may not be aware the park fronts to the marsh.
- Pavilions are showing age, and locations may not provide the best functionality for users.
- The Library, the Flagler Beach Police Department, Emergency Management and Fire Services, and the location of other public services could provide a unique opportunity to create a synergy in the area.
- Drainage issues on site.

A. Access and Parking Opportunity

B. Sidewalk Connection

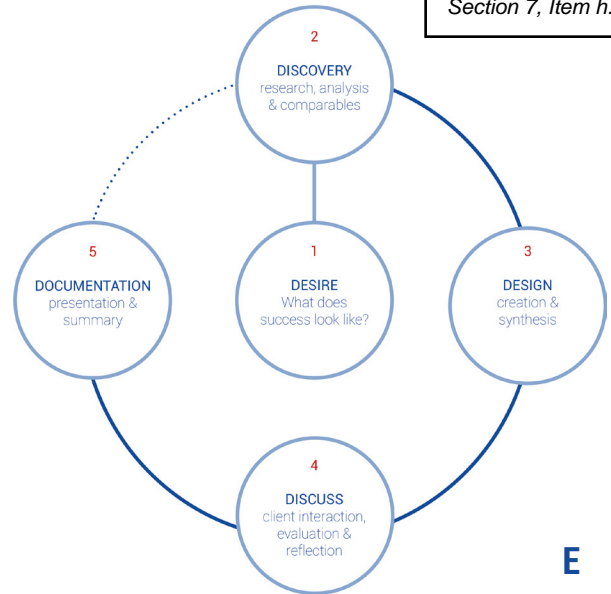
C. Accessible Waterfront

D. Picnic Shelter



PRELIMINARY RECOMMENDATIONS

Our 5D approach encompasses our design process, beginning with Desire and Discovery. Desire asks, "What does success look like for this project?" Discovery describes our process of research, analysis, and comparables. We would start by gathering additional information regarding the park's current usage, limitations, and the City's concerns moving forward. Additionally, we would engage with the community residents to gain insight into how they currently use the park, their concerns, and how they desire to use the park in the future. The feedback we receive from the City and residents will ultimately direct us in the park's programming and Design to meet the City and residents' desires. From our initial observations, we see a site with great potential. It provides underutilized assets with significant opportunities.



E

Some of these opportunities might include:

- Dedicated area for Farmer's Market, which may include a central green and larger covered pavilion structure to provide a rain or shine venue. The covered pavilion could also be used for after-school or summer library programs, musical events (i.e. bluegrass evenings or jazz brunch), party rentals, holiday events and provide a backdrop for movie in the park nights.
- Embrace the water's edge. Explore opportunities to enhance and engage with the river and preserve. This could include an ADA-accessible Kayak launch and wildlife observation areas on shore by opening views to water with selective trimming and removal of invasive species.
- Pursuing additional grant funds. We work with HALE Innovation on many of our park projects for grant funding. This might include seeking funds for trailhead connection to Moody Boulevard, stormwater improvements or other waterfront related funds.
- Trail connection from Moody, with stormwater improvements, including rain gardens and landscape improvements to the streetscape frontage along S Flagler.
- Better pedestrian access with ramps and cross walks to surrounding neighborhoods.
- Streetside parking improvements, allowing for overflow parking for events, including food trucks.
- Playground renovation providing better play value for all age ranges and ability groups.
- Tennis court renovation may include the conversion of one court into four pickleball courts or potentially more, taking advantage of what seems like an underutilized sand volleyball court. Other improvements might include better drainage, parking, and controls for player operation of the LED lighting currently installed onsite.
- Library reading trail, to enhance library entry experience and provide extended engagement opportunity for active exterior users, even during off-hours.
- Improved circulation on site and opportunities for passive recreation, in the form of reading, observing wildlife, or simply resting.

- E. 5D Process
- F. Drainage and Stormwater
- G. Invasive Species Removal
- H. Tennis and Pickleball
- I. Tennis Court Drainage





November 13, 2024

Mr. Dale L. Martin
City Manager
City of Flagler Beach
PO Box 70
105 South Second Street
Flagler Beach, FL 32136

**Re: City of Flagler Beach - Wickline Park Master Planning
Flagler, FL**

Dear Mr. Martin:

Catalyst Design Group (Consultant/CDG) is pleased to submit this proposal to the City of Flagler Beach (Client/Owner) to assist with the master planning of Wickline Park (Project) as reflected in Exhibit C and located at the intersection of South Daytona Avenue and South 8th Street. It is understood that the existing park includes the following program:

- Playground (funded for replacement by FDRAP Grant)
- Fitness Circuit
- City Library Building
- City Building and Planning Department Building and Community Center/Church Building
- Tennis/Temporary Pickleball Courts
- Basketball Court
- Volleyball Court
- Boardwalk (Matanzas River and Betty Stefik Park destinations)
- 2 Group Picnic Pavilions
- 1 Picnic Pavilion
- Restroom Building
- Stormwater Swales

The Client shall provide a base plan for the master planning effort. The base plan should include the following information as available:

- Survey, Architectural and Civil Engineering in CAD format compatible with AutoCAD release 2018.
- Boundary
- Topography
- Site survey
- Tree survey
- Existing Conceptual Designs
- Available As-built Drawings

If base information is not available, CDG will utilize readily available GIS data, aerial imagery, and property appraiser mapping for base preparation.

These services will be provided consistent with our general terms and conditions as reflected in Exhibits A&B.

BASE DESIGN SERVICES

Master Planning Phase

- CDG has visited the Project site one (1) time in preparation for the RFP submittal and based upon that visit, the instructions provided in the City’s RFP and a subsequent virtual meeting, will assemble base information in preparation for a design charrette.
- Based upon the discussion of the virtual meeting, CDG will collect precedent imagery for use at the design charrette as programming and design inspiration.
- CDG will participate in a one (1) day design charrette with the Client in order to further our understanding of the goals, objectives and desired programing for the Project. The Client shall be responsible for organizing the venue and inviting Parks Committee/key stakeholders. The preliminary agenda for the charrette is as follows:
 - 9 am – 10 am Design Team Site Visit
 - 10 am – 11 am Programming Discussion (City Staff, Parks Committee Members/Key Stakeholders)
 - 11 am – 4 pm (working lunch) Design Session
 - 4 pm – 5 pm Design Pinup Review
 - 6 pm – 7:30 pm Public Input
 - Sign in Station
 - Introduction/Project Overview
 - Why We Are Here
 - Design Session Outcome Walkthrough Presentation
 - Breakout
 - Design Session Conceptual Site Plan (Station 1)
 - Precedent Imagery Red Dot/Green Dot Exercise (Station 2)
- Based upon input received during the charrette, CDG will develop a conceptual design in illustrative line drawing format for the park at a scale sufficient to convey the design intent.
- CDG will participate in one (1) virtual meeting to review the illustrated line drawing.
- Based upon input received, CDG will develop a final illustrative conceptual master plan for the Project rendered in Photoshop and provide supporting precedent imagery board.
- CDG will provide an estimate of probable construction costs.

FEES

Master Planning Phase	\$19,650
Total	\$19,650

Note: Final fees are subject to reduction based upon Client’s desire for public involvement activities at the time of the charrette. Additional public involvement and/or City Commission presentations may be added if desired with adjustments to the scope and fee.

Included in the above fees are reimbursable expenses incurred on the project’s behalf, including printing, plotting, photocopies, reproduction, postage, long distance telephone, mileage, express mail or courier services. Capacity and impact fees associated with application filings shall be the responsibility of the owner. We will bill monthly for all work performed and expenses incurred on the project’s behalf. Unpaid

invoices after 30 days will accrue service charges at 1½% per month and include any costs of collections and reasonable attorney's fees.

Services that may be required, which Catalyst Design Group and/or their sub-consultants, can provide, but are not part of this proposal include:

- Illustrative renderings beyond those identified.
- Additional meetings, presentations and site visits
- 3D modeling
- Additional Public Involvement
- Stormwater Engineering
- Electrical Engineering
- Construction Documents
- Grant pursuit, applications or submittals
- Permitting
- Construction Phase Services
- Site Survey
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services.
- Detailed Opinions of Probable Construction Costs or alternative analysis of designs with respect to layout, grading and drainage studies to balance earthwork.
- Value engineering phase services and/or sustained bidding and contractor negotiation coordination which requires RFI responses and drawing revisions beyond the normal progression of design.
- Revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of Catalyst Design Group.

We would be happy to provide or coordinate the acquisition of any of these services as requested by you as an additional service.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If this proposal is acceptable, please sign one copy to our office.

Best Regards,

Catalyst Design Group



Bruce C. Hall, PLA, ASLA
Principal Landscape Architect



Tim Salka, PLA, ASLA
Project Manager/Senior Landscape Architect

Exhibit A - Terms & Conditions
Exhibit B – Schedule of Hourly Rates
Exhibit C - Project Site

Agreed by:

_____	_____
Name	Date
_____	_____
Title	Company



Exhibit A

**STANDARD CONTRACT
TERMS AND CONDITIONS**

I. GENERAL CONDITIONS:

- A. CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the PROJECT.
- B. In consideration of the substantial risks to the CONSULTANT in rendering professional services in connection with this PROJECT, the CLIENT agrees to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, and damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and its sub-consultants to all those named shall not exceed \$50,000 or the amount of the CONSULTANT'S total charges for services rendered on project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional negligence, strict liability, or breach of contract.
- C. CONSULTANT shall not be responsible for acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written or verbal recommendation issued by CONSULTANT except for specific design specifications.
- D. If Construction Observation services are in the CONSULTANT'S scope of services, said services shall be performed in general conformance with customary services as described in Section II.A and will include site visits at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary to determine if the work is proceeding in general accordance with the Contract Documents. CONSULTANT shall not be required, nor expected, to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, and CONSULTANT shall be required to report to CLIENT only those defects in the work which CONSULTANT actually observes. CONSULTANT shall not be liable for any defects or deficiencies, and CLIENT hereby releases CONSULTANT from all damages resulting from said defects or deficiencies. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work.
- E. If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of Tennessee. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in Tennessee.
- F. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) from and against all claims, damages, liabilities

- or costs, including reasonable attorney's fees and defense costs, arising out of or in any way related to the services performed under this Agreement, except to the extent such claims, damages, liabilities or costs result from CONSULTANT'S sole negligence or willful misconduct.
- G. The CLIENT and the CONSULTANT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, and the CONSULTANT and the CLIENT release each other from any and all such consequential damages. This mutual waiver is applicable, without limitation, to all consequential damages including but not limited to, consequential damages arising out of either party's termination in accordance with Section V.
- H. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.
- I. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy (or pdf files of said hard copies) shall govern. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service of the CONSULTANT who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the PROJECT. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The CLIENT further agrees that CONSULTANT shall have no responsibility or liability to CLIENT or others for any changes made by anyone other than the CONSULTANT or for any reuse of the electronic files without the prior written consent of the CONSULTANT. Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT'S unauthorized use or reuse of the electronic files.

II. CONSULTANT'S RESPONSIBILITIES:

- A. Consultant shall perform its services in a professional manner, consistent with and limited to that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar discipline and the same or similar locality of the PROJECT site. No other warranty for services, expressed or implied, is made.
- B. Consultant shall be entitled to rely upon the accuracy and completeness of information and services furnished by CLIENT and/or the CLIENT'S consultants and contractors. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete



information provided by the CLIENT and/or the CLIENT'S consultant and contractors.

- C. CONSULTANT shall consider all prepared documents to be confidential, and distribute copies of same only to those persons or agencies specifically designated by CLIENT or his authorized representative.
- D. Maintain, in a reasonably accessible manner, electronic versions of the final documents relating to the services performed for a period not less than four (4) years following submission of prepared documents.

III. CLIENT'S RESPONSIBILITIES:

- A. Provide CONSULTANT with necessary PROJECT information in a timely manner regarding the requirements for and limitations of the PROJECT which is available to or reasonably obtainable by the CLIENT.
- B. Furnish right-of-entry onto the PROJECT site in order for CONSULTANT to perform work associated with the PROJECT. CONSULTANT will endeavor to preserve the land but makes no guarantee to restore the site to its original condition.
- C. Designate PROJECT representative to coordinate with the CONSULTANT.
- D. Guarantee to CONSULTANT that he has the legal capacity to enter into this contract, and that sufficient monies are available to fund CONSULTANT'S compensation.
- E. Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or defect in the PROJECT, including any errors or omissions in CONSULTANT'S work.

IV. OWNERSHIP OF DOCUMENTS:

- A. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory any other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will furnish reproducible media upon CLIENT'S request from drawings which were paid for.
- B. CLIENT agrees that all prepared documents which are not paid for will be returned upon CONSULTANT'S demand and will not be used by the CLIENT for any purpose whatsoever.

V. ASSIGNMENT & TERMINATION:

- A. Neither CLIENT nor CONSULTANT may assign, transfer, or sublet any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.
- B. This Agreement may be terminated by either party upon seven (7) days written notice in the event of failure by the other party to perform in accordance with the terms hereof. In the event of termination of this Agreement, the CLIENT shall, within fifteen (15) calendar days of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the day of termination. In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services

rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associates overhead costs and all other expenses directly resulting from the termination.

VI. PAYMENT:

- A. Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, CONSULTANT is entitled to recover any and all reasonable attorneys' fees related to the collection from the CLIENT. In addition, CONSULTANT reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.
- B. CONSULTANT reserves the right to renegotiate contract fees if work is not completed within one year of the original date of this contract.

VII. EXTENT OF AGREEMENT:

- A. These terms and conditions, along with the proposal, represent the entire Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.



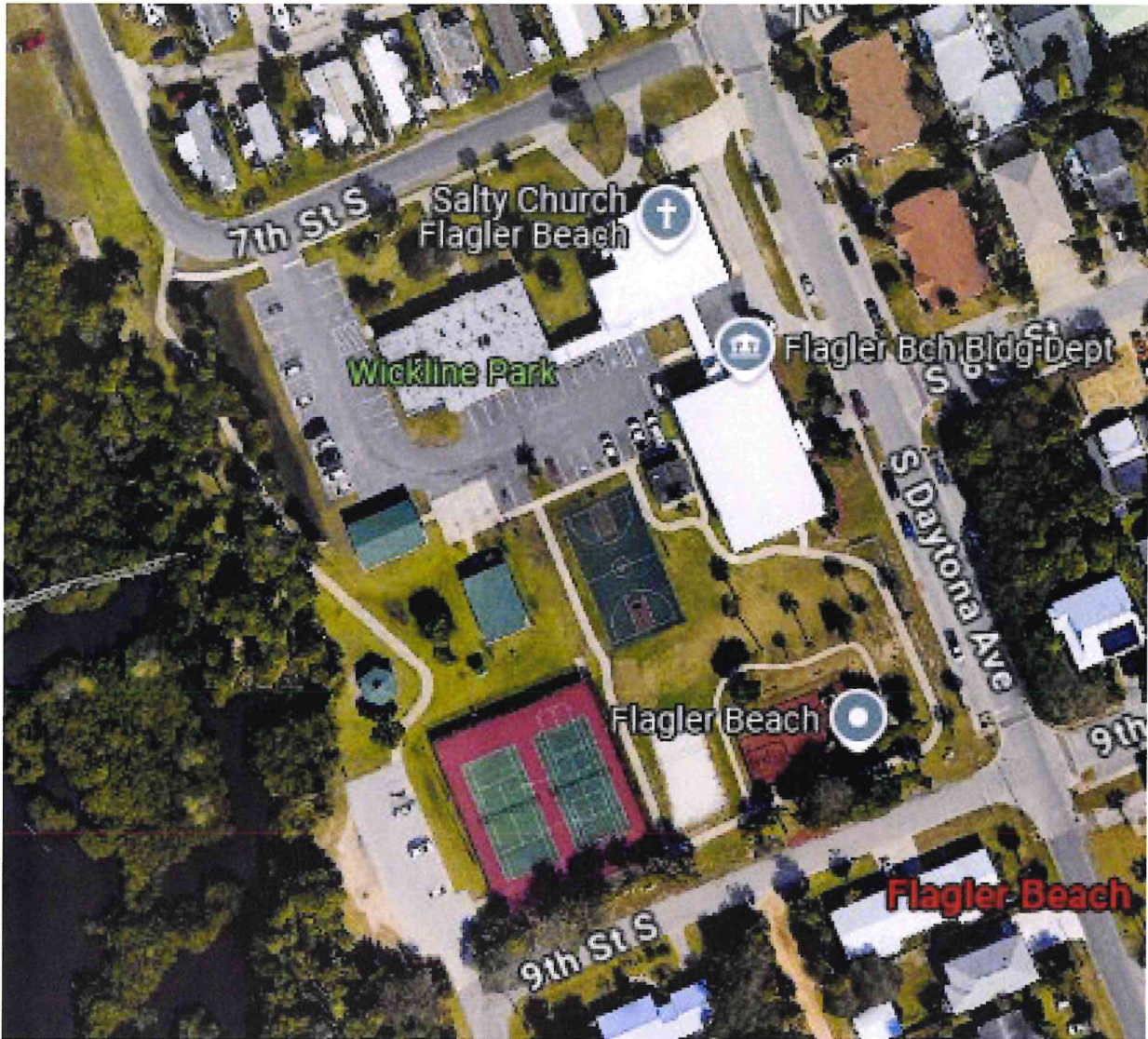
EXHIBIT B
SCHEDULE OF HOURLY RATES

2024-2025

Senior Principal / Principal / Senior Project Manager	\$245.00 - \$295.00
Project Manager II / Senior Practice Manager	\$190.00 - \$240.00
Project Manager I / Practice Manager / Senior Design Engineer	\$165.00 - \$185.00
Design Engineer / Landscape Architect	\$130.00 - \$160.00
Landscape Designer / Staff Engineer	\$110.00 - \$140.00
CAD Technician / Senior Design Technician	\$90.00 - \$155.00
Intern / Administrative / Permit Coordinator	\$70.00 - \$95.00

**Hourly Rate Schedule is effective August 2024 through August 2025*
***Rates vary with personnel*

Exhibit C



Observations & Preliminary Recommendations – 10/26/24 Site Visit

- ▶ Drainage issues on the west side of the park, close to the Intracoastal Waterway. There is standing water in low areas. One of the park benches is in bench in standing water (pictured right). Additionally, there is excess weed and grass growth in low lying areas that creates an “unmaintained” look.

Preliminary Recommendation: The installation of stormwater piping or a detention system to catch and treat excess runoff from the site.

- ▶ Sand volleyball court has grass growing into it and no defined edge or border around court.

Preliminary Recommendation: Include an updated layout or installation of a defined steel or wooden edge for the sand volleyball court.

- ▶ Playground equipment was dated.

Preliminary Recommendation: Propose new playground equipment and update design and layout of playground areas.

- ▶ Existing tennis courts were being used for pickleball.

Preliminary Recommendation: 1) Redesign some of the courts to be used for only pickleball; 2) Separate tennis courts and pickleball courts to create areas designated for each sport; **OR** 3) Expansion of tennis courts to include separate pickleball courts. Additionally, resurface of each one of the courts.

- ▶ The basketball court was being used, but the hoops need repair. Nets were torn.

Preliminary Recommendation: Resurfacing and replacement of nets and hoops.

- ▶ Park functions as the trailhead for the Betty Steflik Preserve.

Preliminary Recommendation: Add more wayfinding signs for the entrance to the preserve.

- ▶ The basketball courts are used by the Flagler Beach Farmers Market on Saturdays. There is limited access to electricity/electrical outlets for vendors. The covered pavilion is currently not being used or cannot accommodate the needs of most vendors.

Preliminary Recommendation: Depending on priorities and project budget to be finalized by the State of Florida, we may consider converting one of the existing spaces at Wickline Park to better suit the needs of the farmers market and any additional events.

- ▶ Tennis court parking has sandy area near the western end of it and seems to be driven on frequently.



Observations & Preliminary Recommendations

Locations of Potential Park Improvements & Additional Data

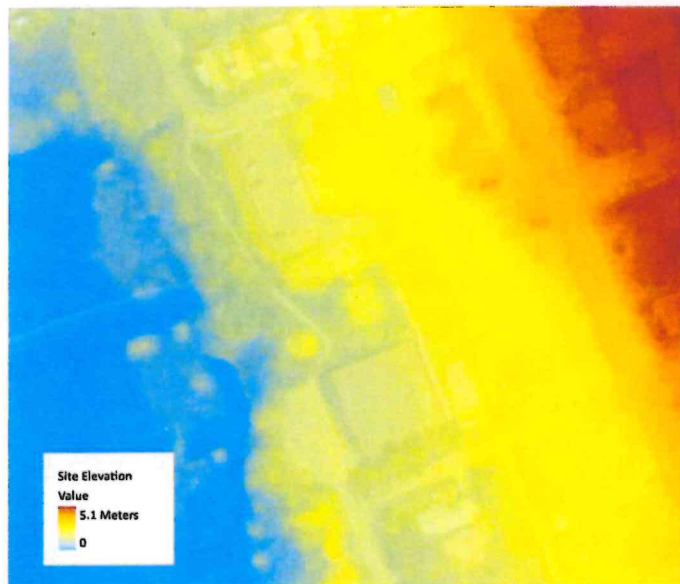
KEY MAP

- A AREAS WITH DRAINAGE ISSUES
- B SAND VOLLEYBALL COURT - NEW EDGING
- C BASKETBALL COURT RESURFACING/NEW HOOPS
- D NEW COURTS/RESURFACING/ PICKLEBALL-ONLY COURTS
- E PLAYGROUND IMPROVEMENTS
- F PARKING LOT IMPROVEMENTS/ EXPANSION



One pending St. Johns River Water Management District Environmental Resource Permit (ERP) covers a portion of the site (ERP#214264)

Site Elevation Derived from 2018 LIDAR data



Cost Proposal

JBPro is pleased to provide the City of Flagler Beach with the following cost proposal.

Task	Fee
1) Review and report of current conditions	\$1,750.00
2) Recommendations of possible improvements	
Cost estimates	\$3,500.00
Meetings (2) and presentation (1)	\$2,000.00
	\$5,500.00
3) Project management for selected improvements	
Topographic and Boundary Survey	\$10,000.00
Civil Engineering and Permitting	\$22,500.00
Landscape Architecture	\$27,500.00
Construction Services	\$2,500.00
	\$62,500.00
Total for all three tasks: \$69,750.00	



PARKS AD-HOC COMMITTEE MEETING MINUTES

Wednesday, December 04, 2024 at 6:00 PM

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

PRESENT: Erica Corpening, Tim Davis, Fred Ferrara, Morgan Gallina
EX-OFFICIO: City Manager Dale Martin, Recreation Director Tom Gillin
ABSENT: Jennifer Vaders

1. **Call the meeting to order:** Chair Corpening called to order at 6:00 p.m.
2. **Pledge of Allegiance:** Mr. Martin led the pledge.
3. **Roll Call / Determination of Quorum.** Ms. Settle verified a quorum was present.
4. **Approval of Meeting Minutes**
 - a. Approve the Minutes of September 4, 2024. Motion by Tim Davis, seconded by Fred Ferrara, to approve the minutes as presented. The motion carried unanimously.
5. **New Business**
 - a. Review and Recommendation for Parks Improvement Consultant Dale opened the item and informed that the city has 340,000 for use to Wickline park. Mr. Martin reported, two proposals were received by the City. The recommendation from the Committee will be brought before the Commission at their December 12th meeting. He reviewed the criteria and the score sheet with the Committee. Mr. Davis asked for guidance for how to choose if they are both very qualified. Mr. Martin explained the process and why they are given a score sheet without knowing the cost of the proposed contract. Scores were given to the clerk. The Committee members discussed what brought them to their scores.
 - b. Scores were tallied by the Clerk:
 - Catalyst Design Group – total of 420
 - J. Brown Professional Group, Inc. – total of 379

Mr. Martin opened the bid from Catalyst. \$19,650 for the master planning phase.

Motion by Fred Ferrara, second by Tim Davis to recommend Catalyst Deign Group. The motion carried unanimously.
6. **Board Comments:** Next steps were discussed. Mr. Martin will ask permission of the City Commission to allow him to enter into a contract with Catalyst. Once that has been achieved, he will Invite Catalyst to the Parks Committee’s January Meeting.
7. **Public Comment:** Commissioner Belhumeur reported there are coquina stones around the perimeter of Wickline Park. The public has rearranged them in order for people to drive through the park. He hoped the consultant would be able to place them evenly in order to stop the driving and blocking parking spaces.
8. **Other Business:** The next meeting date was discussed. There was a consensus to meet on January 8, 2024.
9. **Adjournment.** Motion by Tim Davis to adjourn by at 6:38 p.m.

Respectfully submitted,

Kate Settle, MMC

CRITERIA CHECKLIST

Finalist Score Card

A. Project Manager	Catalyst	JB Pro	BASIS FOR SCORE
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A. Please indicate who would be the designated Project Manager and describe the relevant credentials and experience of the Project Manager. Please also provide similar information for additional supporting professional staff or subconsultants (value: up to 50 points).

	50	45	Fred Ferra
			Jennifer Vaders
			Quentin Parker
			Dale Martin
	50	40	Erica Corpening
	35	40	Tim Davis
	50	45	Morgan Gallina
			Tom Gillin
Score	185	170	

B. References	Catalyst	JB Pro	BASIS FOR SCORE
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B. Please offer three communities with which the Project Manager (or other senior staff) has assisted in a similar capacity. (value up to: 25 points).

	20	25	Fred Ferra
			Jennifer Vaders
			Quentin Parker
			Dale Martin
	50	30	Erica Corpening
	25	20	Tim Davis
	25	24	Morgan Gallina
			Tom Gillin
Score	120	99	

C. Prelim Assessment & Challenges Response	Catalyst	JB Pro	BASIS FOR SCORE
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C. Please visit the Park and offer a general narrative of observations and preliminary recommendations (value up to: 25 points).

		25	20	Fred Ferra
				Jennifer Vaders
				Quentin Parker
				Dale Martin
		50	40	Erica Corpening
		20	25	Tim Davis
		20	25	Morgan Gallina
				Tom Gillin
Score		115	110	
		Catalyst	JB Pro	
Totals		420	379	
D. Items requested or instructions followed. No point value		Catalyst	JB Pro	
Total package not to exceed ten single-sided pages.		Yes	Yes	
In a sealed envelope, please present a total cost proposal for the following tasks		Yes	No	

Section 7, Item h.



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 12, 2024

Item Name: Resolution 2024-72. A Resolution by the City of Flagler Beach, Florida approving a Flagler County Capital Project Funding Agreement between Flagler County and the City of Flagler Beach for the Flagler Beachwalk Project; providing for conflict and an effective date.

Background: The City Commission applied for and was granted a Capital Project Funding award through the Flagler County Tourist Development Council (TDC). The proposed project is commonly referred to as the Beachwalk: improvements to the support structures under the Pier’s A-frame; the construction of a large open-air deck for public gathering and event space; and rehabilitated boardwalk both north and south of the Pier.

TDC staff presented the proposed Funding Agreement for formal consideration and acceptance of the award, which is approximately \$750,000. The award is a reimbursement to be presented to the City upon satisfactory completion of the project.

The additional attached correspondence from Mr. Perdomo details the expenditure of the design costs associated with Phase I and Phase II of the Beachwalk (previously adopted by the City Commission through Resolution 2024-53).

Fiscal Impact: The City’s 2024/2025 includes capital funding (\$2,658,600) for anticipated costs. An additional \$1,131,000 is included in the City’s Five-Year Capital Budget to complete the project next year.

Staff Recommendation: Staff recommends adopting Resolution 2024-72.

Attachments: Resolution 2024-72
Correspondence, A. Lukasik to D. Martin (Sep 19, 2024)
Flagler County Capital Funding Program Agreement (incl. Exhibits)
Correspondence, G. Perdomo to D. Martin (Dec 4, 2024)

RESOLUTION 2024-72

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA APPROVING A FLAGLER COUNTY CAPITAL PROJECT FUNDING AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH FOR THE FLAGLER BEACHWALK PROJECT; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach prepared and submitted an application to the Flagler County Tourist Development Council Capital Project Funding program, seeking funding support for the proposed Flagler Beachwalk; and,

WHEREAS, the Tourist Development Council recommended the Flagler Beachwalk for funding; and,

WHEREAS, the Flagler County Board of County Commissioners acted upon the Tourist Development Council’s recommendation and on September 16, 2024, awarded \$745,372 to the City of Flagler Beach to support the Flagler Beachwalk;

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

SECTION 1. The City Commission agrees to the terms included in the Flagler County Capital Project Funding Program Agreement (the “Agreement”), which is attached (less Exhibits) as Exhibit A.

SECTION 2. The City Commission directs City staff to comply with the appropriate provisions of the Agreement.

SECTION 3. The City Commission thanks the Flagler County Tourist Development Council and the Flagler County Board of County Commissioners for their funding support of the Flagler Beachwalk.

This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachment: Exhibit A (Flagler County Capital Funding Program Agreement)



September 19, 2024

Dear Mr Martin,

On July 24, 2024, the Flagler County Tourist Development Council recommended approval of allocating \$745,372 from the Tourist Development Capital Project Funding Program to the City of Flagler Beach for Phase 1 and Phase 2 of the Flagler Beach Beachwalk project.

On September 16, 2024 the Flagler County Board of County Commissioners approved the Tourist Development Councils recommendation and approved the grant application to the City of Flagler Beach in the amount of \$745,372.

As required by the grant criteria a draft funding agreement will be sent to the city in approximately 45 days that sets forth the terms, conditions, timelines, and deliverables associated with receiving Tourist Development Funding. This funding agreement will ensure and protect the County in the event the project does not fully execute as stated in the application that was submitted and approved.

Please refer to the Grant Criteria and Award Process and Funding Disbursement guidelines contained within the application packet to assist you with the proper procedures required for disbursement of the grant.

Should you have any questions or comments, please feel free to contact me.

Regards,

Amy Lukask
Tourism Development Executive Director

Prepared By:
 Sean S. Moylan, Esq.
 Flagler County Attorney's Office
 1769 E. Moody Blvd., Bldg. 2
 Bunnell, FL 32110

FLAGLER COUNTY CAPITAL PROJECT FUNDING PROGRAM AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between Flagler County, a political subdivision of the State of Florida (“County”) and the City of Flagler Beach, a municipal corporation of the State of Florida (“Grantee”).

WHEREAS, in accordance with Chapter 19, Article III, Section 19-48, Flagler County Code, and Section 125.0104(5), Florida Statutes, the County is authorized to utilize tourist development tax revenues to fund statutorily eligible capital projects; and

WHEREAS, in order to equitably and consistently evaluate capital project funding requests in accordance with the County’s policy objectives, the County adopted Capital Project Funding Program Guidelines (“Guidelines”), incorporated herein by reference, which establish the requisite criteria and documentation to be submitted by capital funding applicants; and

WHEREAS, the Grantee submitted an application for capital project funding dated June 7, 2024, to assist in the construction of a facility, as more particularly described herein, that enhances the profile of, and promotes tourism in, Flagler County (the “Project”); and

WHEREAS, the Grantee’s complete application is on file with the County’s Tourism Development Office (“TDO”) and is incorporated herein by reference; a portion of the application is attached hereto as Exhibit A; the deliverables and representations of the Grantee in the application represent a material inducement upon which the County relies; and

WHEREAS, after due consideration of the recommendation of the Flagler County Tourist Development Council, an advisory council of the Board of County Commissioners (“FCBOCC”) composed of elected officials and residents involved in the tourism industry established by Flagler County Code Section 19-49, the FCBOCC finds that the Project is consistent with the policies and objectives of the County’s Capital Project Funding Program and agrees to provide the Grantee with funding for the Project, in the amount identified in Section 11(A) below, and in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. **TERM.** The term of this Agreement shall commence upon the complete execution of this Agreement by the parties hereto and, unless terminated earlier in accordance with Section 16 herein, shall continue in full force and effect until Grantee:
- (a) Completes construction, and opens to the public, Phase 1 and Phase 2 of the Project; and
 - (b) Complies with the terms and conditions of this Agreement including by furnishing the County reports in accordance with Sections 8 and 9 of this Agreement.

Notwithstanding the foregoing, Sections 3, 14, 15, 17(k) and 17(l) shall survive the expiration or earlier termination of this Agreement.

3. **INTEREST IN LAND.** Grantee acknowledges and warrants that it will maintain for a period of fifty (50) years from the date of Project completion either fee simple ownership or a leasehold interest in the lands on which the Project will be constructed: Parcel ID Numbers 12-12-31-4500-0070-0250, 12-12-31-4500-00710-0290, and 12-12-31-4500-00710-0270. Failure to maintain such land interests will require the Grantee to return the grant funds to the County in full. This Agreement shall be recorded in the Official Records of Flagler County.
4. **DILIGENCE.** This is a reimbursement grant. Grant funds will be provided to the Grantee after the completion of the Project in accordance with the terms and conditions herein. The Grantee will manage, supervise, oversee, pay all costs and expenses related to, and be solely responsible for completing, the Project, including but not limited to, securing all permits and approvals required for the Project and contracting and/or subcontracting with all third parties necessary to complete the Project.
5. **QUARTERLY PROJECT STATUS REPORTS.** Grantee will submit Quarterly Project Status Reports, containing a brief summary on the status of the Project including planning and construction related activities, to the Tourism Development Office (“TDO”) Director. The form of the Quarterly Project Status Reports is attached hereto as Exhibit B and is incorporated herein. The reports are due on the 1st day of each calendar quarter (January 1st, April 1st, July 1st, and October 1st) upon execution of this Agreement and during the pendency of the Project unless otherwise directed in writing by the TDO Director. The TDO Director will include the reports in the meeting materials of the Flagler County Tourist Development Council.
6. **PROJECT DESCRIPTION & COMMITMENTS.** The Project is entitled, “Flagler Beachwalk,” and consists of two (2) phases that were approved based on the following description and commitments that were provided in the Grantee’s application. A summary page was submitted as a part of the final approval package by the FCBOCC and attached hereto as Exhibit C and incorporated herein.

Phase 1- Building Expansion

- Improvements and expansion of public restrooms
- Renovated commercial space
- Renovated studio for local radio station
- Wall space dedicated to educational and cultural displays
- Space for informational kiosks and promotional material for tourist activities and events. *(Informational fixtures & kiosk will be provided by the city and not as an additional cost by the county)*

Phase 2- The Promenade

- The promenade will consist of a 4,200 sq. ft. deck for events hosting 300-400 people. This would be available to rent.

As a part of the approved application, the Grantee has committed to the following items to ensure ongoing marketing/promotion and annual maintenance for upkeep towards the project:

- Recruit and retain a marketing professional to develop a Beachwalk marketing plan, and create new promotional materials, including videos, brochures, and digital media beginning at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).
- Ongoing maintenance will be appropriated each year in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025. Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

7. **PROJECT COMPLETION.** The Flagler Beach Beachwalk Phase 1 and Phase 2 must complete construction and be open to the public by July 30, 2026.

8. **PROJECT COMPLETION REPORT.** Within ninety (90) days of the completion of the Flagler Beachwalk Phase 1 and Phase 2, the Grantee must submit to the County a Project Completion Report. The Project Completion Report must contain at a minimum the following elements:

- Brief narrative summary of the successful completion of the Project.
- Evaluation of economic impact the Project has initially had on Flagler County.
- Financial statement listing all revenues received and expenses paid in the course of the development and completion of the Project, clearly identifying how the funds were used.
- Photographs or video of the Project and any related events, including time lapsed images of the construction.

- Samples of flyers, advertisements, brochures, or other marketing efforts utilized to attract tourists to the Flagler Beach Beachwalk. This may include a list of radio stations, magazines, or other media utilized to promote the Project and/or related events.
 - If any events have been held at the Project after completion of the Project and prior to submission of the Project Completion Report, the report should also include:
 - (a) Results of visitor surveys to capture the number of attendees and to determine whether the attendees visited any local attractions, restaurants, or tourism businesses;
 - (b) Final documented numbers of attendees or, if unable to provide actual numbers, the estimated number of attendees; and
 - (c) If applicable, the number of overnight stays from local hotels that housed the attendees. For events that required registration, the Grantee will make available to registrants a list of County lodging establishments and encourage overnight stays. After the event, Grantee must request that the hotel provide information regarding the number of overnight stays resulting from the event and include proof of same in the Project Completion Report.
- 9. PROJECT IMPACT REPORTS.** For three (3) years following completion of the Flagler Beachwalk, Grantee shall provide the TDO with semi-annual reports detailing the events that have taken place as a result of the completion of the Project (Project Impact Report). The Project Impact Reports shall be submitted no later than January 30th and July 15th of each calendar year and shall include survey results from the attendees of the events at the Project site. These surveys shall at a minimum provide information pertaining to the number of persons attending the event and the number of nights stayed if applicable.
- 10. INSURANCE.** Upon completion of the Flagler Beachwalk, the Grantee will secure and maintain property insurance on a replacement cost basis, with limits of at least ninety (90) percent of the replacement cost value to cover perils including, but not limited to, fire, explosion, windstorm, and flood. The County shall be listed as a loss payee as the County's interest may appear. In the event of an insurable loss to the Project for which the Grantee uses insurance funds to rebuild the Project, the County shall surrender any insurance proceeds and/or loss payee rights to the Grantee. However, if the Grantee does not rebuild the Project, the County shall be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the amount paid to Grantee under this Agreement. A certificate of evidence of property insurance shall be sent to the Flagler County Risk Manager, 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 prior to disbursement of funds hereunder and annually thereafter.
- 11. REIMBURSEMENT AND MATCHING FUNDS.**
- (A)** The County agrees to reimburse Grantee up to **Seven Hundred Forty-five Thousand Three Hundred Seventy-Two Dollars and Zero Cents (\$745,372.00)** for eligible Project expenditures, subject to the terms and conditions herein. Eligible expenditures include

costs incurred subsequent to the Flagler County Commission’s approval of this Agreement to acquire, construct, extend, enlarge, remodel, repair, or improve the capital Project. The County shall be the final authority on eligibility for reimbursement under this Agreement.

(B) The County’s contributions toward the Project shall in no event exceed the amount agreed to herein, and any and all excess Project costs are the sole responsibility of the Grantee. The County will not submit payments to third parties.

(C) Prior to requesting reimbursement, Grantee must expend on the Project an amount equal to or greater than the amount being requested pursuant to this Agreement. These cash matching funds must be derived from the Grantee and may not include any grant proceeds from any local or State government or agencies.

(D) To request reimbursement of eligible expenditures pursuant to this Agreement, Grantee must submit a signed Reimbursement Request Form, attached hereto as Exhibit D, within sixty (60) days of completion of the Project. The Grantee must attach to the Reimbursement Request Form all paid invoices, cancelled checks, or other information to substantiate reimbursable expenditures and payment of matching funds to the satisfaction of the TDO Director. After the County verifies that matching funds have been paid and the eligibility of reimbursable costs, the County will send the payment to the Grantee at the address in Section 17(B) below. The County will make such payments to the Grantee in accordance with the Florida Local Government Prompt Payment Act.

12. RIBBON CUTTING EVENT. Grantee will invite all members of the Flagler County Tourist Development Council, the County Commission, and all employees of the TDO to any special opening ceremony for the Project.

13. ACKNOWLEDGMENT.

(A) Grantee must acknowledge the Flagler County Commission and the TDO in all media related to or events conducted at the Project site, including digital communications and websites, programs, and publications. Acknowledgement will include the TDO logo and web address in a size that is legible along with the following statement: “This project was funded in part by the Flagler County Commission Tourism Development Office.” Prior approval of the TDO is required to change the wording of the acknowledgement.

(B) Grantee must also include an acknowledgement of Flagler County Commission and TDO on any signage on the Project site. Such acknowledgement must be commensurate with the recognition provided to other contributors and sponsors of the Project.

14. INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) Grantee shall, to the extent permitted by Section 768.28, Florida Statutes, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims of any character

brought on account of any injuries or damages received or sustained by any person or property, or in any way relating to or arising from the construction and operation of the Project or use of the Project site or in any way arising out of the Grantee's performance under this Agreement.

(B) The Grantee and County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the Grantee and County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Grantee or County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. PUBLIC RECORDS AND RIGHT TO AUDIT.

(A) Grantee acknowledges that the County is a political subdivision of the State of Florida and that this Agreement and any documents made or received by the Grantee and County in its performance of this Agreement are public records subject to disclosure to anyone upon request in accordance with Chapter 119, Florida Statutes. Grantee will cooperate with the County and make available any public records in fulfilling such requests.

(B) All of the Grantee's records related to this Agreement shall be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Grantee pursuant to the execution of this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement.

(C) For purposes of such audits, inspections, and evaluations, the County shall have access to such records from the effective date of this Agreement until thirty-six (36) months after the date of final payment by the County to the Grantee for performance under this Agreement. The Grantee agrees to maintain such records in safe, dry storage until the end of this time period.

16. DEFAULTS AND REMEDIES.

(A) Each of the following shall constitute an event of default (each, an "Event of Default"):

1. A breach by the Grantee of any term, covenant, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to the Grantee.

2. Grantee voluntarily filing of or consent to a petition under bankruptcy, insolvency, or reorganization law, failure to secure the dismissal of an involuntary bankruptcy petition within sixty (60) days of filing, or a determination by a court of competent jurisdiction that Grantee is insolvent and unable to pay its debts when due.
3. A reimbursement request containing a material misrepresentation.
4. Grantee having ceased operations of the Project during the term of this Agreement for a period of 120 days or longer or failure to keep the Project site open to the public and for special events for a period of 120 days or longer.
5. Grantee's failure to pay taxes or assessments due on the Project site and/or facilities, if any.

(B) Upon or at any time after the occurrence of an Event of Default which has not been cured if authorized herein:

1. The County may withhold, temporarily or permanently, any or all unpaid portion of the Project reimbursements and/or may terminate this Agreement by giving seven (7) calendar days' notice to the Grantee. The County shall then have no further funding obligation under this Agreement.
2. Failure to complete the construction and close out the applicable permit for any portion of the Project facility will result in the forfeiting by the Grantee of the right to grant funding in an amount equivalent to the portion of the facility that was not completed. Such amount will be in the sole discretion of the County.
3. If the Grantee fails to meet any deadlines imposed under this Agreement, the County may terminate this Agreement or bring the matter to the Tourist Development Council for recommendation of action or remedy to the County Commission.
3. If the County has paid any Project reimbursements, the Grantee shall repay to the County all Project reimbursement funds received by it for the Project within forty-five (45) days of demand therefor.
3. The County may also exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

(C) The remedies available to the County pursuant to this Agreement are cumulative and not mutually exclusive and are in the sole discretion of the County. In addition, no consent or waiver, express or implied, by the County to or of any breach or default by the Grantee in the performance of its obligations under this Agreement shall constitute a consent or waiver of any similar breach or default by the Grantee. The failure of the County to complain of any act or omission to act by the Grantee or to declare the Grantee in default, irrespective of how long such failure continues, shall not constitute a waiver by the County of its rights under this Agreement.

17. MISCELLANEOUS.

(A) COMPLIANCE WITH LAWS. In carrying out its obligations under this Agreement, the Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

(B) NOTICES. All notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, via hand delivery, a reputable overnight courier, or via certified U.S. mail, postage prepaid, return receipt requested:

TO THE COUNTY:

TO THE GRANTEE:

Flagler County
Director, Tourism Development Office
102 Airport Road, Ste. 3
Palm Coast, FL 32164

City of Flagler Beach
Attn.: City Manager
105 South Second Street
Flagler Beach, FL 32136

(C) GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the Laws of the State of Florida without regard to its conflict of laws provisions. Venue for any dispute arising out of this Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper venue or inconvenient forum. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to such jurisdiction. The parties waive the right to trial by jury in any litigation.

(D) HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

(E) SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other paragraph or portion of this Agreement.

(F) INTEGRATION AND MODIFICATION. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. No change will be valid unless made by supplemental written agreement executed by the parties.

(G) NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by the County and reviewed by the Grantee and Grantee's professional advisors. The County and the Grantee and its professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of or against either party merely because of their efforts in preparing it.

(H) NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as a third party beneficiary hereto.

(I) INDEPENDENT CAPACITY. The parties agree that the Grantee, its officers, agent, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as a joint venture or as an officer, employee, or agent of the County. The Grantee agrees to take such steps as may be necessary to ensure that any third party which Grantee contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County. Moreover, the Grantee has no authority to and shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

(J) ASSIGNMENT. Neither party to this Agreement may assign any rights or delete any duties under this Agreement without the prior written consent of the other party.

(K) FUNDING OBLIGATION. This Agreement is not a general obligation of the County. The Grantee understands that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make funds available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County beyond the funding budgeted and available for the purposes of this Agreement in the County's fiscal year. If funds are not appropriated by the County for any reason for any or all of this Agreement, the County agrees to notify the Grantee in writing of the failure of this appropriation, and upon receipt of this notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Tourist Development Taxes for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the County pursuant to this Agreement.

(L) DAMAGES. In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in this Agreement.

(M) TIME IS OF THE ESSENCE. Time is of the essence for the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(N) FORCE MAJEURE. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the force majeure. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

(O) BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

(P) DUE AUTHORITY. Each party represents and warrants to the other party that: (i) it has full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) the person executing this Agreement is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrew S. Dance, Chair

Date : _____

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

1769 E. Moody Blvd., Bldg. 1
Bunnell, FL 32110

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]

CITY OF FLAGLER BEACH

Patty King, Mayor

Date: _____

105 S. 2nd St.
Flagler Beach, FL 32136

ATTEST:

Penny Overstreet, City Clerk

105 S. 2nd St.
Flagler Beach, FL 32136

APPROVED AS TO FORM:

Drew Smith, City Attorney

[Exhibits to follow.]

EXHIBIT A
City of Flagler Beach Capital Grant Application



City of Flagler Beach

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

June 7, 2024

Ms. Amy Lukasik, Executive Director
Flagler County Tourism Development Office
[HAND-DELIVERY AND VIA EMAIL: alukasik@visitflagler.com]

Ms. Lukasik:

On behalf of the Mayor and City Commission of Flagler Beach, I offer the attached documents as a submission to the Flagler County Tourist Development Council's Capital Projects Funding Program.

The City of Flagler Beach seeks funding support for the Flagler Beachwalk, a project to enhance the City's icon A-frame Pier structure. In summary, the project renovates and expands the current service structures at the Pier's entry, adds an open-deck oceanfront platform for gathering and event space, and rebuilds and extends the northern and southern boardwalks from the Pier.

When combined with the renourished beaches and the reconstructed Pier, downtown Flagler Beach will increase its viability as a key tourism site in Flagler County. As evidenced in a number of Tourist Development Office productions, the Flagler Pier is a recognized component of County tourism efforts. The Flagler Beachwalk will build upon that historic familiarity.

I look forward to discussing the project with you in greater detail when appropriate.

Again, on behalf of Flagler Beach officials, thank you for your consideration of the Flagler Beachwalk.

Sincerely,

A handwritten signature in blue ink that reads "Dale L. Martin".

Dale L. Martin
City Manager

Attachment: Flagler County Tourist Development Council Capital Project Funding Application

Cc: City Commission
P. Overstreet, City Clerk

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

Table of Contents

1. Narrative
2. Application
3. Attachment A: Application Questions
4. Additional Documents
 - a. Moffatt and Nichol Flagler Beachwalk Basis of Concept
 - b. Flagler Beachwalk Marketing Plan
 - c. Letters of Support
 - d. Images of Flagler County Tourist Development Office use of Pier in marketing

Introduction/Background

The City of Flagler Beach and Flagler County's most important asset and attractive feature is its beaches, with stunning coastal views and vibrant local culture. The pristine, uninterrupted stretch of beach along A1A is not just a natural treasure but the heart of the community and its economy. There are fifty-two dune walkovers, over a half-mile of boardwalk, and the historic Flagler Beach Pier with an iconic A-shaped frame. These features are prominently highlighted in the county's tourism marketing efforts, underscoring their significance. The Pier, located in downtown Flagler Beach, serves as a vital hub for both tourist and residents. At its entrance, the service building houses essential amenities, including public restrooms. Despite the Pier's temporary closure due to natural disasters like Hurricanes Matthew and Ian, the service building remains operational, providing a crucial touchpoint for visitors and locals alike. Flagler Beach is undergoing a renaissance marked by collaboration between private and public organizations. Key projects include a Pier reconstruction, beach renourishment, the A1A resurfacing, a downtown revitalization effort, and hotel development. This transformative period positions Flagler County to attract visitors and enhance the quality of life for residents.

The County continues to experience rapid growth- ranking as one of the fastest-growing counties in the state- and the city must adapt to meet the increasing demand for high-quality amenities and event spaces. Flagler Beach lacks dedicated event space, a need highlighted by the many inquiries for beach/pier events. In response, the City plans to construct a Beachwalk- a cohesive boardwalk-pier-service building-promenade experience that will enhance the county's appeal as a tourist destination and serve the growing population of county residents.

Proposed Project

The City of Flagler Beach seeks \$745,372 (of \$2,658,600) in funding to support renovations of the service building and construction of the promenade as part of the broader Beachwalk project. Renovations include expanded restrooms, commercial space, a radio station, wall space dedicated to educational and cultural displays, and space for informational kiosks. The promenade will be a 4,200 square-foot open deck overlooking the beaches and Atlantic Ocean. The promenade will significantly boost the county's tourism profile, increase the quality-of-life asset to Flagler County residents, create a distinctive event space for small to medium events and offer a unique promotional opportunity for the Flagler County Tourism Development Office. The larger Flagler Beachwalk project, total cost estimated at \$3.1 million, will later rebuild and extend the boardwalks north and south of the Pier, to create a cohesive, boardwalk-pier-promenade experience- a Flagler Beach experience.

Statement of Need

Flagler Beach is a focal point for both visitors and residents, making it essential to provide a welcoming and functional environment. Current data shows that 40.7% of Flagler Beach boardwalk visitors are travelers who spend an average of 1.07 hours at the waterfront, highlighting the critical role of Flagler Beach in the county's tourism landscape. Of the top ten points of interest in Flagler County, according to Arrivalist (a location intelligence platform utilized by Flagler County) data, Flagler Beach locations make up 13.8% of all visits. The City receives numerous inquiries about hosting events at the beach or Pier, indicating a strong demand for dedicated event space.

The Tourism Development Office's *2020-2022 Strategic Plan* (which, with a picture of the Flagler Beach Pier on its cover, confirms the importance of the Pier as a tourism feature) identified

Destination Development, Visitor Experience, and Organizational Excellence as its Three Pillars. For **Destination Development** (*Become more active and collaborative in advocating for vital destination improvements and enhancements in order to remain competitive and improve quality of place*), Objective A (Increase the Exposure of Eco-Tourism Magnets) lists beaches as a key target. Recommended tactics to achieve Objective A include advocating for future expansions and improvements of key targets. By improving the bathrooms and expanding the service building, the Beachwalk will enhance key target facilities.

Objective B (Improve Destination Signage and Environmental Messaging) recommends tactics, as well. The Beachwalk is indicative of all three recommended tactics, again reinforcing the prominent role that Flagler Beach plays in Flagler County tourism: B1- Partner with the City of Flagler Beach to address aesthetic improvements; B2- Partner with the City of Flagler Beach for possible environmental messaging opportunities; B3- Enhance wayfinding signage throughout the county to create a strong sense of place. The reconstructed Pier and the Beachwalk projects will notably improve the aesthetics of the Flagler Beach waterfront, include several environmental references, and highlight the Pier which defines the Pier as the iconic place-making structure in Flagler County.

Objective D (Enhance Event Facilities) is the principal goal of the Beachwalk, and likely incorporates the recommended tactics to address destination deficiencies, increased visitation, implementation, and group event opportunities.

The second Pillar, **Visitor Experience** (*Cultivate an authentic, positive experience that highlights our values and environmental practices*), seeks to Advance Flagler County's Festival Culture (Objective A). Recommended Tactic A1 seeks to determine “destination-defining events, unique in concept. The restored and renovated Pier, coupled with the proposed Promenade, would be readily available and accessible for events in a unique waterfront setting- unmatched in this region. Other piers and beach or beach-adjacent event spaces, such as those in Volusia County, St. Johns County, and Duval County, have no similar facilities. The Flagler Beachwalk, more specifically the Promenade, would be a stage for destination-defining small to medium events. The Beachwalk would provide a “living laboratory” to showcase the role of beaches and dunes, implementing the recommended tactics to achieve Objective B. With the completion of the Compass Hotel and the Beachwalk, downtown Flagler Beach will be suitably positioned to accomplish Objective C- Target Efforts to Lure Meetings and Sports Events from Sectors and Affinities that mirror the County’s Strengths.

Organizational Excellence (*A commitment to community, excellence, and fiscal responsibility*), the third Pillar, seeks to redefine the scope and funding for grants and capital funding (Objective A). The Beachwalk offers to the Tourist Development Council a project that can set the new standard for future capital efforts. A component of the renovated and expanded building (previously utilized as a Bait Shop) could be re-purposed as a Welcome Center or Tourist Development Organization office, even more prominently demonstrating the role of the Flagler Beach Pier and beaches as a key tourism feature in Flagler County.

Objectives and Capacity

The goal of the renovated service building and Beachwalk project is to enhance Flagler Beach’s tourism profile. The construction of the Beachwalk will be closely monitored and its impact on local tourism will be recorded. Specific outcomes are to improve the visitor experience and quality of life of residents, grow Beachwalk awareness, foster an identity for beach events, and build a

reputation for exceptional maintenance. The City will assess the four areas in part following the completion of the Beachwalk; however, short-term goals (1 year) include:

- Promote construction progress: provide regular (quarterly) updates on the Beachwalk through social media channels and the City's website updates.
- Develop maintenance procedures: standard operating procedures for event facility maintenance will be created to ensure a consistently high-quality environment.
- Update Special Events Policy: The City will reevaluate and implement any necessary updates to the special events policy to better accommodate the new event space and its increased usage.

The vision and success of the Beachwalk will be led by the City of Flagler Beach Mayor and a five-member City Commission. Management of the project will be under the direction of the recently-appointed City Manager (with extensive tourism and community engagement experience from service in Fernandina Beach and Amelia Island) and the roughly one-hundred employees of Flagler Beach. His track record of developing exceptional staff capacity through strategic hiring and nurturing dedicated public servants is a significant asset, including recent additions to the Flagler Beach staff of a Finance Director, a City Engineer, a City Planner, and an Executive Assistant. These new professionals bring decades of experience to manage complex projects such as the many coming to Flagler Beach this year and in the near future.

Activities

The Flagler Beachwalk project will be divided into 3 phases, primarily due to coordination with Pier re-construction. Phase 1 is the renovation and expansion of the Pier's service building. Phase 2 will be the creation of the promenade which will begin construction as soon as Pier construction has been completed. The funding requested from the Tourism Development Office is to support these two phases. The final phase will be boardwalk improvements to create a cohesive path/experience among the north boardwalk, the pier, the promenade, and the south boardwalk. Phase 1 is tentatively scheduled to begin in August, 2025 following design and permitting (the time for which has been conservatively estimated). The proposed schedule for the entire Beachwalk project is included with Additional Documents.

Once construction is completed, the City of Flagler Beach will recruit and retain a marketing professional to develop a Beachwalk marketing plan, implement needed changes to current City efforts, and create new promotional materials, including videos, brochures, and digital media at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).

Additional activities will include staff promotion of Flagler County and Tourism Development Office support. Events will be widely-promoted through establishing relationships with local organizations- private, public, and non-profit. Projects and programs (kiosks, wall displays) will be developed to enhance the quality of life, tourism activities, and public education.

City staff (including the marketing professional) will work with Tourism Development Office staff to develop a variety evaluation tools to measure the success of the project after completion and offer annual reports to demonstrate the value of the Beachwalk to Flagler County. It is highly anticipated that the Beachwalk will become and be maintained and promoted as a critical asset to the Flagler Beach community as well as the rest of Flagler County, adding to the iconic history of the Flagler Beach Pier.

SECTION B: APPLICATION

To Be Completed by TDO Staff			
Application Received:		TDO Staff Received:	
TDC Approved:		BOCC Ratified:	

GENERAL INFORMATION

Organization Legal Name	<u>City of Flagler Beach</u>
Street Address	<u>105 S Second Street</u>
City/State/ZIP	<u>Flagler Beach, Florida 32136</u>
FEIN #	<u>59-6002308</u>
Website	<u>https://www.cityofflaglerbeach.com/</u>
Authorized Agent Name	<u>Dale L. Martin</u>
Title	<u>City Manager</u>
Phone	<u>(386) 517-2000 ext. 222</u>
Email	<u>dmartin@cityofflaglerbeach.com</u>

Capital Project Information:

Project Name/Title:	<u>Flagler Beach Beachwalk</u>
Estimated Project Start Date	<u>August, 2025</u>
Estimated Project Completion Date	<u>July, 2026</u>
Total Estimated Project Cost:	<u>\$ 2,658,600</u>
Total Amount of Funding Requested:	<u>\$ 745,372</u>

APPLICANT INFORMATION

Type of Organization:

- A local government organization located in Flagler County
- An organization that is a not-for-profit and open to the public located in Flagler County. How long in existence? _____

Identify the statutorily eligible Capital Project (per FS125.0104) for which you are applying:
Capital funds will be used for the (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Acquisition | <input checked="" type="checkbox"/> Remodel; |
| <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Repair |
| <input checked="" type="checkbox"/> Extension | <input checked="" type="checkbox"/> Improvement |
| <input checked="" type="checkbox"/> Enlargement | |

Has this organization received Capital Improvement funds from the TDC before?

- No
- If Yes, please provide the total amount received, name of project, year applied, and year project was completed:

\$150,000; Pier Entryway Enhancements & Pier A-Frame Roof Repair; applied, 2018; completed, 2021.

- The Project Completion Report has been submitted for prior funding. If not, please explain:

The Project Completion Report was submitted.

Will applicant be able to demonstrate tourism economic impact and/or a high promotional benefit from the project?

- No
- Yes

CAPITAL PROJECT DETAILS

Owner City of Flagler Beach

Project/Facility Name Flagler Beach Beachwalk

Street Address Vicinity 215 S. Oceanshore Blvd

City/State/ZIP Flagler Beach/Florida/32136

Facility will be:

Local government owned and operated

Owned and operated by a not-for-profit organization and open to the public

Land is owned by City of Flagler Beach

Land use is approved for Recreation/public amenity

Land is Leased by N/A

If Leased – Lease Period Ends N/A

Land Value \$ 904,525

Are Special Approvals Needed Yes

Historical

Environmental [Florida Department of Environmental Protection; Florida Fish and Wildlife Commission]

Governmental

Other: _____

Are there any third party contingencies? No

TOURISM ECONOMIC BENEFIT OF PROJECT/FACILITY

Please provide a brief narrative of the plan for this project to generate room nights in Flagler County (if applicable).
See attached Narrative.

On average, how many months per year will the Project be utilized?

12 Utilized for Tourist
12 Utilized for Residents

For those months, how many average days per month will the Project be utilized?

30 Utilized for Tourist
30 Utilized for Residents

Are any segments of your target audience(s) tax exempt?

Non-profit organizations.

Estimated Hotel Room Nights. This is the number of room nights generated annually for the first three (3) years after the Project opens. If the Project is an expansion to an existing facility, please only include those room nights resulting from the development of this Project.

	1 st Year	2 nd Year	3 rd Year
Projected Room Nights	<u>N/A; see attached narrative.</u>		
Average Nightly Room Rate	<u>N/A; see attached narrative.</u>		

How do you intend to provide a valid estimated count of attendance and/or room nights for this facility/venue?

Based upon historic usage of the City facilities in that area, at least one hundred people (residents, visitors) per day will routinely visit the new facilities. Such attendance will be validated by frequent counts and through video surveillance.

Describe in detail how the project will be sustained beyond initial funding period. Identify efforts, funding and plans that have been made for future sustainability.

See Attachment A: Application Questions

Describe in detail how the project will be sustained beyond initial funding period. Identify efforts, funding and plans that have been made for future sustainability.

See Attachment A: Application Questions

Is this project subject to any governmental fees and taxes that are generated by the Capital Project?

No

Yes, please explain _____

How will this project significantly raise the community's tourism profile and overall image?

See attached Narrative and Attachment A: Application Questions.

FEASIBILITY OF PROPOSED PROJECT/FACILITY

What is the mission statement of your organization? Mission statements should be one or two sentences.

Flagler Beach is a diverse coastal community committed to enhancing our quality of life by (in part) preserving our environment as an asset; maintaining old Florida heritage, small town charm; providing a safe environment; supporting local businesses; promoting eco-tourism; offering culture/recreation.

What are the goals for the project? Goals are statements about the future for your tourism endeavor. These should be measurable through quantitative data.

See Attachment A: Application Questions.

What are the objectives for the project? Objectives are steps you take to accomplish your goals.

See Attachment A: Application Questions.

Provide an estimated detailed timeline for the project?

See attached Additional Documents.

Who will be responsible for operating costs and maintenance of the project when complete?

City of Flagler Beach.

How will these costs be covered?

Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

Does the project have any user fees or is it free to the public?

The facility will be routinely open to the public at no cost. The facility will also be available for rent at costs as determined by the City Commission.

How will you evaluate and measure the success of the project?

See attached Narrative and Attachment A: Application Questions.

If this is an existing facility, please provide any prior event history and details that would have an impact on tourism.

The proposed expansion and promenade will be associated with the Flagler Beach Pier (following reconstruction). The Pier has a lengthy history and role in both Flagler Beach and Flagler County.

Are you able to match the amount of funding requested from the TDC in the form of cash?

Yes

- Please attach detailed estimated costs and all sources of funding for the project
- Please include any schematics, site plans, or images related to the project.

QUALITY AND UNIQUENESS OF PROPOSED PROJECT/FACILITY

Identify the need that the project will serve and how this project will provide a unique benefit to Flagler County?

See attached Narrative and Attachment A: Application Questions.

What similar facilities/projects exist in the community and region that may impact the success of this project?

See Attachment A: Application Questions

If others exist, where is it located and why is a duplicate facility/project needed?

N/A; see attached Narrative.

**COMMITMENT TO THE EXPANSION OF FLAGLER COUNTY
TOURISM**

Provide a marketing plan that outlines strategy, tactics, target audience and budget amount that will be used to promote the project after completion.

See Marketing Plan.

How will this project reach new audiences and increase awareness of Flagler County?

See Attachment A: Application Questions

Does this project align with the three pillars of the current tourism strategic plan?

See attached Narrative and Attachment A: Application Questions.

What is the valuation of the Marketing and/or Sponsorship benefits to be provided to the TDC?

See Attachment A: Application Questions.

Identify any partner organizations involved in the planning process or who may be involved after project completion. Include what role they may serve and any resources they may contribute.

See Attachment A: Application Questions.

Tourism Economic Benefit of Project/Facility

Q: Describe and/or provide any studies or reports undertaken to determine the feasibility of the current proposed Capital Project.

The Pier serves as a valuable economic and quality-of-life asset to Flagler Beach. For Flagler County residents, the iconic pier and beach are integral to the Flagler County identity. The Pier provides residents with recreation opportunities, as well as lure tourist and visitors to beach communities. Simply by encouraging foot traffic to the Pier, which is in the heart of downtown, revenue to the tax base also increases. Internal interviews were conducted with the City Clerk's Office. Research shows that the City of Flagler Beach staff annually fields over one hundred inquiries for beach/pier events. In 2019, fifteen beach events, four Pier events, and a total of seventy-three other special events were held in the immediately vicinity of the Pier and downtown Flagler Beach. A review of nearby beach and waterfront public event venues was conducted and none were similar to the Flagler Beach Pier or the proposed Beachwalk. Arrivalist data (a location intelligence software package utilized by Flagler County) provided by the Tourism Development Office illustrated the draw of the Flagler Pier, beaches, and downtown.

Q: Describe in detail how the project will be sustained beyond the initial funding period. Identify efforts, funding and plans that have been made for suture sustainability.

Funding for maintenance and sustainability will be generated from rental revenue from the facility, Pier-related revenues (rent), and other non-ad valorem revenues (such as, but not limited to, parking fees, advertising, etc.). Maintenance funding will be appropriated in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025.

Q: How will this project significantly raise the community's tourism profile and overall image?

The project will significantly enhance the attraction and use of the City's reconstructed Pier, a community and regional icon for nearly a century, by expanding the available area around the Pier for daily visitors and special events. The Flagler Beachwalk will elevate the community's tourism profile through improved infrastructure, renovated amenities, and comprehensive marketing efforts. The service building will enhance the visitor experience with updated restrooms, dedicated space for informational kiosks, educational signage, and information bulletins. The new shop will likely serve as a tourism center. Additionally, the promenade will serve as a venue for community and educational classes, promoting wellness and education. The promenade will add to the City's and County's event venue inventory, addressing a current need for such spaces and attracting more visitors. The marketing plan will highlight the City's walkability, convenience, and event-friendly atmosphere while emphasizing the importance of the Tourism Development Office (TDO). Through outreach efforts, the Beachwalk will foster partnerships with local and regional organizations, promoting collaboration on event programming and strengthening the sense of community within Flagler County.

Feasibility of Proposed Project/Facility

Q: What are the goals for the project? Goals are statements about the future for your tourism endeavor. These should be measurable through quantitative data.

Goals for this project include at least two monthly rentals of the promenade space by private entities (weddings, holiday events, business events, etc.) and one monthly community event

(public agency, non-profit, etc.). Additionally, daily visitors to the Pier/Beachwalk will increase to approximately 150 (measured through on-site counts and/or through video surveillance).

Q: What are the objectives for the project? Objectives are steps you take to accomplish your goals.

The first, and most important, objective is to complete the project in a timely manner within the appropriated budget. The second objective is to recruit and retain a marketing professional to aggressively promote the new and expanded facility and the community, in general. The third objective is to widely promote the success of the facility and community following the inaugural and initial events.

Q: How will you evaluate and measure the success of the project?

The first measure of success will be the timely and fiscal completion of the project. A second measure would be the professional recognition and public reception of the facility, as determined by usage demand. Finally, users of the facility will be surveyed for feedback following dedicated events.

Q: How will these costs be covered?

Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues (such as, but not limited to, parking fees, advertising, sponsorships, etc.)

Quality and Uniqueness of Proposed Project/Facility

Q: Identify the need that the project will serve and how this project will provide a unique benefit to Flagler County?

With Flagler Beach being a primary attraction for the County’s tourism, the community seeks to improve the amenities and facilities available to tourists. The current service building infrastructure, especially restrooms, requires modernization to meet the expectations of today’s visitors and to compete with other beach communities. The City of Flagler Beach lacks dedicated space for hosting events. The largest available indoor event space is the Santa Maria del Mar Parish Center. The City Clerk receives over one hundred inquiries annually for events at the beach or pier, indicating a strong interest in this area. As Flagler County experiences rapid growth, improved amenities are needed to meet resident and tourist demand. A centralized, accessible location where tourists can obtain information about local attractions, events, and public educational efforts would enhance tourism efforts throughout the County. This hub is crucial for enhancing the overall visitor experience and can be perhaps be integrated into the renovated and expanded facility.

The Flagler Beachwalk project, particularly Phase 1 (renovation of the service buildings), will provide improvements and expansion of the public restrooms, renovated commercial space, improved display areas, and a renovated studio for the local radio station. These improvements will greatly enhance the convenience of visitors making Flagler Beach a more attractive destination. The improved information areas can feature host kiosks and promotional material for tourist activities and events throughout Flagler County and in Flagler Beach.

The City’s commitment to recruiting and retaining a marketing professional to promote the Beachwalk will ensure that not only the City, but also the County Tourism Development Office,

receives exposure through the Beachwalk’s marketing efforts. The marketing effort will highlight the unique offerings of the Beachwalk and the Tourism Development Office’s support for the construction of the Beachwalk facilities.

Q: What similar facilities/projects exist in the community and region that may impact the success of this project?

While nearby counties feature piers and waterfront venues, none offer the unique blend of amenities and event capabilities found at the Flagler Beachwalk. Although Volusia County contains numerous fishing piers, such as the Daytona Beach Pier and the Ormond Beach Pier, these facilities lack dedicated and versatile beachfront event spaces. St. Johns County manages four piers, with locations on the St. John’s River, the Intracoastal Waterway, and St. Augustine Beach. The closest pier, the St. Johns County Ocean and Fishing Pier, is located over thirty miles away in St. Augustine Beach. While it draws visitors for its scenic views and nearby pavilions, it cannot accommodate events directly on the pier. Additionally, the Fountain of Youth in St. Augustine offers a wedding venue with access to a boardwalk leading to the Matanzas River, but that facility lacks the beachside setting of the Flagler Beachwalk. The recently reconstructed Jacksonville Beach Fishing Pier does allow for limited public events: the focus of this facility remains on public access for fishing and leisure rather than serving as a dedicated event space. None of these facilities match the distinctive features of the Flagler Beachwalk. The Beachwalk’s design integrates public accessibility with the flexibility to host public and private events, making it a standout destination for weddings, fundraisers, galas, and celebrations. Its central location in Flagler Beach, coupled with the City’s walkability and vibrant local businesses, enhances its appeal. Visitors can easily explore nearby hotels, restaurants, and shops, creating a seamless and enriching experience.

Unique features of proposed Flagler Beachwalk include:

- Integrated public and private event space: unlike other regional facilities, the Flagler Beachwalk offers a promenade designed to support both public access and private events, accommodating a scenic oceanfront setting
- Strategic location: situated in the heart of Flagler Beach, the Beachwalk benefits from high foot traffic and proximity to a range of amenities, including dining and shopping options.
- Enhanced visitor experience: the Beachwalk promises stunning views of the ocean, pier, and city, creating a visually appealing backdrop for events and everyday visits.
- Community and economic impact: by offering a versatile event space and promoting local businesses, the Beachwalk is poised to drive economic growth and enhance community engagement, distinguishing it as a premier tourist destination in the region.

Commitment to the expansion of Flagler County Tourism

Q: How will this project reach new audiences and increase awareness of Flagler County?

The Flagler Beachwalk will engage a professional marketing firm to enhance the marketing plan. Through a comprehensive marketing plan with an outreach focus, Flagler Beachwalk will leverage various media channels, targeted advertising, and strategic partnerships. The marketing firm will identify relevant new audiences to include in the targeted audience. High-quality promotional content will be developed and tailored to focus on the unique features and event capabilities of the Beachwalk.

Paid advertisements on social media, more specifically on Facebook, will be designed to target specific demographics as identified in the marketing plan. The City’s website will have a dedicated Beachwalk page, optimized for search engines to attract traffic. Event announcements, visitor testimonials, and photographs will keep content fresh. Regional radio stations, newspapers, and tourism websites will be used for promotion. Trade shows and wedding expositions will also be featured in event-based marketing to connect with event planners and couples. The City will further collaborate with the Flagler County Tourism Development Office to identify best practices to attract tourism to the county and beach.

Q: What is the valuation of the Marketing and/or Sponsorship benefits to be provided to the TDC?

The Tourist Development Council will be promoted, as required, on all future signage and media, including, but not limited to, digital communications, websites, program publications, and printed material. The value of endorsements and event sponsorships will be determined in collaboration with the marketing professional to ensure that the value of this unique facility is not underestimated.

Q: Identify any partner organizations involved in the planning process or who may be involved after project completion. Include what role they may serve and any resources they may contribute.

- Flagler County Tourism Development Office- The TDO will provide a crucial funding, marketing, and evaluation role. The City will utilize tourism reports to measure the success of the Beachwalk.
- Moffatt and Nichol- The role of the City’s retained engineer for the Pier reconstruction will be expanded to include the Beachwalk.
- Margaritaville Compass Hotel- A letter of support by the hotel developer enhances the City’s opportunities to reach a new audience. This audience can be engaged by providing crucial tourism information and event information and providing the city with visitor data. Relationships with other regional lodging facilities will be developed.
- Flagler Strong- Flagler Strong is a prominent volunteer organization and has provided event support for many City events.
- Flagler Creates- Flagler Creates has previously created marketing visuals and will likely be incorporated in marketing materials and/or signage.
- Flagler Beach City Commission- The City Commission will approve future budgets and policy that will shape how the Beachwalk is managed.

EXHIBIT B
Quarterly Project Status Report



CAPITAL PROJECT FUNDING PROGRAM

Project Status Report

Name of Project:

TDC and BOCC Approval Dates:

Total Amount Awarded:

Project Start Date:

Estimated Completion Date:

Status Report Date:

Overall Project Activities Update (provide any photos):

Project Expenditures to Date:

Any Changes/Concerns:

EXHIBIT C
City of Flagler Beach Grant Application Summary



City of Flagler Beach Capital Project Grant Application Summary

Flagler Beach Beachwalk

Phase 1- Building Expansion - \$1,266,000 – Begin August 2025 – July 2026

- Improvements and expansion of public restrooms
- Renovated commercial space
- Renovated studio for local radio station
- Wall space dedicated to educational and cultural displays
- Space for informational kiosks and promotional material for tourist activities and events. *(Informational fixtures & kiosk will be provided by the city and not as an additional cost by the county)*

Phase 2 – The Promenade - \$1,392,600 – Begin Feb 2026 – July 2026

- The Promenade will make use of the area used for the Pier reconstruction (specifically, where the supporting trestle has been permitted for placement) and will be supported by entirely new pilings.
- The promenade will consist of a 4, 200 sq. ft. deck for events hosting 300-400 people. This would be available to rent. No estimated rental fees were provided.
- Permitting for The Promenade is expected to take 6-9 months.

TOTAL COSTS for PHASE 1&2: \$ 2,658,600

- Grant is a 50/50 cash match with applicant voted and approved their portion of \$1,913,228 towards the remainder of the project if awarded the full amount.
- Applicant is requesting- \$745,372 which would be 28% costs of the project.

City of Flagler beach has also committed to the following to ensure sufficient marketing/promotion and annual maintenance for upkeep towards the project:

Recruit and retain a marketing professional to develop a Beachwalk marketing plan, implement needed changes to current City efforts, and create new promotional materials, including videos, brochures, and digital media at least three months before the dedication of the Flagler Beachwalk (Phases 1 and 2).

Ongoing maintenance will be appropriated in the annual budget. During the construction phases, City staff will develop special events and maintenance policies and procedures to be implemented by October 2025. Funding for maintenance and sustainability will be generated from rental revenue generated from the facility, other Pier-related revenues (rent), and other non-ad valorem revenues.

**A Funding Agreement is required with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Flagler County as approved upon as well as Flagler County Board of County Commissioners and the Tourist Development Office acknowledgements as outlined in the grant guidelines. This includes:

- Signage at project site and all future communications, media, website, programs, publications and other printed materials with the designated logos and verbiage stating:

This project is funded in part by Flagler County Government Tourism Development Office.

Applicant will also be required to submit the following reports as outlined in the grant guidelines.

1. Quarterly Project Status Report
2. Project Completion Report
3. Project Impact Reports

Phase 3 – Boardwalk Replacement - \$1,131,000 – Begin August 2026 – November 2026

**Not included in the grant funding request but is the last piece of the entire project for the pier/boardwalk improvements.

TOTAL PROJECT COSTS FOR ALL THREE PHASES: \$3,789,600

EXHIBIT D
Capital Project Reimbursement Request Form

Flagler County Tourism Development Office

Section 7, Item i.

Capital Project Reimbursement Request Form

Date: _____

Applicant: _____

Project Name: _____

Mailing Address: _____

Contact Person: _____ Phone: _____

Email Address: _____

Reimbursement request must be for qualified expenditures related to the approved capital project. Each expense must include all paid invoices, cancelled checks and any other backup information to substantiate payment. Failure to submit request correctly may delay payment. Reimbursement must be submitted within 60 days of completion of capital project.

Vendor	Expense Description	Invoice Amount	Reimbursement Amount
Total Amount To Be Reimbursed			

The information above is true and correct based upon our records. The funds requested are for reimbursement from the awarded grant by the Tourist Development Council and are actual expenses related to the event.

Authorized Agent Signature

Date



moffatt & nichol

MN STANDARD AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT
AMENDMENT NO.: 04

Project Name: Flagler Beach Fishing Pier Design Engineering Services
Project No.: 190739

THE AGREEMENT, dated August 18, 2022, between City of Flagler Beach and Moffatt & Nichol for services on the above-named Project is hereby amended as follows:

1. Services

- Provide beachwalk surveying, permitting, architecture and engineering services to the City of Flagler Beach (the City) as described in the attached proposal.

2. Charges or payments

- M&N will perform these services for a lump sum fee of \$300,000.00.
- M&N will manage and invoice this scope of services as project number 190739/04. Work and charges will be independent from the Flagler Beach Fishing Pier Design Engineering Services project (No. 190739), which includes the original contract and contract amendment #1.

3. Other amendments

- The original contract amount was \$968,100.00 for engineering design services related to the new Flagler Beach Fishing Pier dated August 18, 2022.
- Contract Amendment #1 included a revised scope of work for front-end construction support services in the amount of \$12,000.00 dated September 8, 2022.
- Contract Amendment #2 included new scope of work for coastal engineering advisory services related to the A1A Stike team in the amount of \$13,400.00 dated December 20, 2022.
- Contract Amendment #3 included new scope of work for planning the beachwalk and building renovation project at the base of the Pier in the amount of \$46,300.00 dated January 20, 2024.

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

Moffatt & Nichol

By: 

By: _____

Name: Gary Smith, P.E.

Name: _____

Title: Vice President

Title: _____

Date: 12/4/2024

Date: _____

December 4, 2024

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, Florida 32136

Attn: Dale Martin, City Manager

Subject: Beachwalk Phases 1 and 2 Design Services

Dear Mr. Martin:

Moffatt & Nichol (M&N) is submitting this proposal to provide surveying, permitting, engineering and architectural design services to the City of Flagler Beach (the CITY) for Phases 1 and 2 of the Beachwalk project. This scope of services is a continuation of the Beachwalk concept development and preliminary design services performed earlier this year that was recently awarded a grant through the Flagler County Tourism Development Council (TDC) Capital Project Funding Program. Phase 1 includes renovation of the service building at the base of the pier – expanding the restrooms and reconfiguring the bait shop and radio station – while Phase 2 includes construction of a new promenade south of the pier. Figure 1 and Figure 2 show the rendering and floor plan, respectively, of the approved concept.

With demolition and reconstruction of the outer 700 feet of the pier scheduled to begin in the next few months, this is a timely opportunity to revitalize the remaining portion of the historical pier while expanding public facilities and improving accessibility between the new pier and nearby attractions and businesses. Design will also consider the complexities introduced by construction activities expected to occur simultaneously while focusing on minimizing disruptions to nearby attractions, services, and businesses.

The scope for these two phases will be performed concurrently as outlined in the following tasks:

- Task 1: Field Work and Data Collection
- Task 2: Preliminary Engineering and Schematic Design
- Task 3: Environmental Permitting
- Task 4: Final Design

M&N understands that clear and frequent communication is critical to any successful project achieving its goals and schedule. Our project manager will schedule regular work planning sessions and meetings with the project team, including subconsultants, to review progress, identify risks, and keep the project on track. We will also plan to meet virtually or in person every two weeks with CITY staff to coordinate project needs and direction. Progress reports will be submitted monthly summarizing work completed, decisions made, and action items. Progress reports will also include an updated project schedule to keep the CITY informed.

Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024



Figure 1. Conceptual rendering of the Beachwalk Phases 1 and 2.

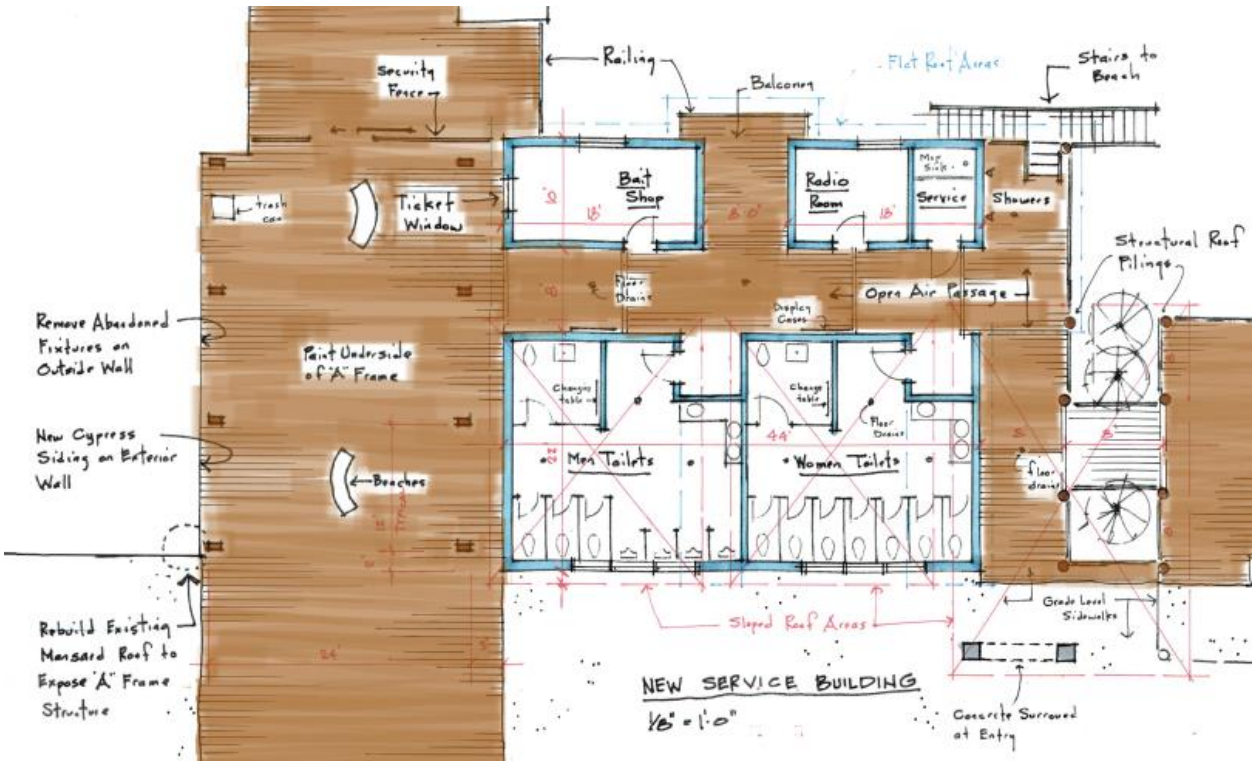


Figure 2. Concept design floor plan of the service building area.

Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

Task 1: Field Work and Data Collection

Objectives:

Field work will include a visual site assessment by M&N staff, a geotechnical investigation within the footprint of the new promenade and building foundation, and topographic surveying of the project area.

Scope:

- **Site Assessment.** M&N will conduct a site visit to assess the existing conditions at the base of the pier and the area south of the pier, including:
 - Confirming existing conditions following completion of the beach nourishment project.
 - Confirming existing structural and utility conditions within the project area compared to the prior site assessment by M&N in 2022.

A Site Assessment Memorandum will be prepared documenting changes or notable findings relevant to the proposed design, including site photographs.

- **Geotechnical Investigation and Evaluation Report.** Tierra is M&N's geotechnical subconsultant that will be performing geotechnical exploration and evaluation to support the design of the Beachwalk Phases 1 and 2. Tierra will execute a program of subsurface exploration consisting of Standard Penetration Test (SPT) borings to depths of approximately eighty (80) feet below existing grade. The boring data will be used to evaluate timber pile capacities, estimate pile tip elevations, and provide soil parameters for the load analyses. Additional geotechnical tasks include:
 - Performing visual classification and laboratory testing program at each boring location.
 - Providing geotechnical input parameters for design of the foundations.
 - Preparing an engineering report that summarizes the field work, boring logs, laboratory results, subsurface conditions encountered and engineering recommendations.
- **Topographic and Existing Conditions Survey.** Southeastern Surveying and Mapping Corporation (SSMC) will perform topographic survey in the vicinity of the project using land-based surveying techniques landward of the shoreline to capture existing topographic elevations following the beach nourishment project and locate improvements and visible utilities.

Dependencies/Exclusions:

- Structural inspection of existing structures is not included.
- Identification of subsurface utilities may vary or be inconclusive depending on varied factors, including, but not limited to, soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material, and unknown obstructions that may attenuate equipment signals.
- Deliverables will be provided in electronic format.

Deliverables:

- Site Visit Memorandum
- Geotechnical Report
- Topographic Survey



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

Task 2: Preliminary Engineering and Schematic Design

Objectives:

The initial planning and concept design services included development of a basis of concept (BOC) report and selection of a preferred Beachwalk concept plan that was submitted to Flagler County and approved for the TDC grant (shown in Figure 1 and Figure 2). This task will progress the selected service building and promenade concept design to develop a schematic design that integrates Phases 1 and 2.

Scope:

- **Preliminary Engineering** includes engineering development of the concept design framework based on existing site constraints, geotechnical conditions, project objectives and public access requirements that will inform the Schematic Design deliverables.
- **Schematic Design (SD) 30%** consists of drawings which define and depict the character, scale, and relationship of the project components, Technical Specification outline, DRAFT Basis of Design (BOD), and 30% level Opinion of Probable Construction Costs (OPCC). The 30% level drawings will be suitable to initiate environmental permitting. The design team will meet with the appropriate building department staff, if requested by the CITY; complete preliminary code research to obtain schematic level planning and zoning requirements; prepare initial architectural studies that explore new plan configurations developed to a minimum level for CITY review, comment, and direction; and prepare a refined final scheme with exterior elevations for CITY approval. Drawings will include the following:
 - Plan and typical sections for the promenade and service building foundation, including utilities, considering use of timber structural elements.
 - Architectural site plan and longitudinal section drawings of the new service building.
 - Landscape plan.
 - Development of a marine turtle-friendly lighting plan. If required to respond to environmental protection agency comments, M&N will provide copies of photometrics and secure CITY documentation of compliance criteria under local safety codes.
 - ADA accessibility plan.
- **Attend One Public Meeting** with CITY staff to present to the promenade and service building schematic design and answer questions.

Dependencies/Exclusions:

- The scope considers the service building at the base of the pier and the new promenade. Historical reconstruction of the A-frame, the Funky Pelican, the lifeguard station, and upland civil, drainage, or pavement work, including parking realignment and striping, are not included.
- No communication, data, access control, fire alarm, or life safety systems are included at this stage.
- It is assumed that no standby/emergency generator is required and that the existing electrical service at the base of the pier is adequate to support the proposed lighting and convenience power. M&N assumes that a new electrical utility service will not be required.



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

- It is assumed that the public water supply near the pier can provide the required potable water and fire flow demand. A flow test is not included.
- All mapping and drawings will be in AutoCAD and PDF formats.
- The CITY is responsible for all official public notice and related media/advertising charges.
- M&N will coordinate with CITY staff on development of the schematic design to be presented at the public meeting. Revisions to the SD resulting from the public meeting are not anticipated or included in this scope.
- Phase 3, which includes the proposed new boardwalk segments that extend north and south of the pier, is not included in this scope of work.

Deliverables:

- Schematic Design (30%) set of drawings suitable for permitting:
 - 30% SD drawings with plan and typical sections
 - Technical specification outline
 - OPCC
 - DRAFT Basis of Design
 - Preliminary Construction Schedule

Task 3: Environmental Permitting

Objective:

The Beachwalk building expansion and promenade are located seaward of the Coastal Construction Control Line (CCCL) but will remain landward of the Mean High Water (MHW) line and will be designed minimize impacts to the overall beach and dune system. Given that the proposed project will be located above MHW, USACE/federal permitting is not expected to be required and is not included in this scope of services. M&N will prepare a CCCL permit application package for submittal to the Florida Department of Environmental Protection (FDEP) for the proposed service building expansion and the new promenade.

Scope:

- **Standard FDEP Conceptual Design Review/Strategy.** M&N will review site aerial photography, an FDEP-compliant survey, and the conceptual design to identify any potential items of concern relative to FDEP CCCL permitting regulations and policies. It is assumed that no new major structures will be proposed. M&N will provide input to the CITY and the design team regarding key Project elements that may affect the level of complexity and/or timing relative to the FDEP CCCL permitting process and will attend up to two (2) Project team meetings (estimated at 2 hours in length) to discuss the design and permitting strategy. This initial task does not include engineering calculations or detailed technical analyses.
- **FDEP Consultation Meeting.** A consultation meeting with FDEP staff in Tallahassee is recommended to present the conceptual design details, discuss compliance with applicable regulations and/or possible activity exemptions, establish conceptual approval of key regulatory criteria. The opening of a formal FDEP consultation file prior to permit application is also strongly



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

recommended to document discussions and direction provided by agency staff. M&N will prepare Meeting Minutes documenting the discussions and conclusions.

- **FDEP CCCL Permit Application.** M&N will prepare and submit an FDEP CCCL permit application for the proposed service building improvements and new promenade. The CITY will provide M&N with a copy of the recorded warranty deed or other FDEP-accepted ownership documentation for the subject property, an executed permit application form designating M&N as the authorized agent, and an FDEP permit application fee (amount to be confirmed). The permit application package will include an electronically signed and sealed set of the Project plans and topographic survey meeting the standard requirements of the FDEP. The CITY will provide a letter from the planning and zoning department indicating their approval and confirming that the Project “does not contravene local setback requirements or zoning codes.”
- **FDEP Permit Processing.** After submittal of the permit application, M&N will maintain contact with FDEP staff to advise them of the details of the proposed Project and identify any areas of staff concern, as well as expedite their processing of the application. M&N will review available Project plans as they develop relative to their compliance with FDEP criteria. M&N will advise the CITY regarding any revisions or additional information that may be required by the FDEP. M&N will represent the Project before FDEP staff to assist the CITY in securing a FDEP CCCL Permit for the proposed Project.
 - The fee estimate provided assumes that the design process will move forward on a linear/consistent basis, without significant gaps of time in the development schedule or Project re-design. This scope of services assumes that no improvements will be proposed that exceed standard FDEP criteria and the Project team will provide any design modifications necessary to meet those standard criteria. This scope also assumes that the FDEP will agree that the proposed structures will be an expansion of the existing pier.
- **Marine Turtle Lighting Coordination.** M&N will assist in processing the exterior lighting plan approval that is required relative to the FDEP CCCL permitting process for avoidance of impacts to endangered nesting marine turtles and their hatchlings. M&N will submit the required exterior lighting plans, lighting schedules, and manufacturer cutsheets of all existing (to remain) and proposed exterior light fixtures meeting State guidelines. All lights that may be visible from, or may create a glow that is visible from, the nesting beach must be included in the plans - building, landscape, emergency, security, signage lighting, etc. If required, the Project team will provide copies of photometrics and CITY comments representing compliance criteria under local safety codes. M&N will respond to comments from the FDEP and/or the FWC.

The fee provided is for the issuance of one (1) set of FWC approved lighting plans. Any modifications to the FDEP/FWC-approved lighting plan including the addition or relocation of fixtures or changes in fixture, manufacturer or bulb types will require resubmittal of the exterior lighting plans to FWC for the entire site. If additional negotiation is required with the FDEP or the FWC due to CITY preference to evaluate alternatives to the standard lighting guidelines, including



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

alternative additional “seasonal” lighting to be turned on only outside the marine turtle nesting season, these additional services will be provided under an addendum scope.

This scope assumes the following:

- The CITY will agree to revisions, as necessary, to comply with FDEP / FWC requests for fixture changes, bulb changes, wattage reductions, etc., as necessary;
 - No seasonal lighting is proposed;
 - This scope of services does not include separate compliance review under the City’s Lighting Ordinance; and
 - Meetings with FWC in Tallahassee, or any FWC-requested site inspections during the permitting process, are not included in this scope. If required, these additional services will be provided under a separate scope.
- **Dune Mitigation Plan (not included in base scope/fee).** The proposed action may result in impacts to the dune, dune vegetation or habitat that may require mitigation. M&N will include dune vegetation enhancements as part of the promenade project, which aims to stay landward of the beach turtle nesting area near the front of the dune, and we will discuss the proposed project and potential impacts with FDEP during a pre-application meeting. If a dune mitigation plan is required, M&N will perform that work under a separate scope of services.
 - **Cultural Resource Assessment (not included in base scope/fee).** With reference to the Flagler Beach Shore Protection Project’s Cultural Resource Assessment Report, there do not appear to be cultural resources within the Project area. If potential cultural resources are identified, which is not anticipated, any additional investigations would be performed under a separate scope of services.

Dependencies/Exclusions:

- Scope assumes there will be no third-party objections to the Project that may result in additional data collection, alternatives analysis, design revisions, meetings, or other additional efforts.
- Scope assumes that there will be no significant design changes from the approved concept plan.
- Scope assumes that all work will occur within CITY property limits.
- Neither a dune mitigation plan nor a cultural resource assessment is included; these additional services can be provided if requested by the regulatory agencies under an addendum scope/budget with the CITY’s authorization.
- Scope assumes that the CITY will agree to make design changes based on comments received from FDEP and/or State commenting agencies for avoiding/minimizing natural resource impacts.
- This scope assumes that the CITY will directly pay all permit application fees and will coordinate any payments required for public notices by the FDEP.
- Scope does not include any environmental assessment, impact studies, or resources surveys.
- Issuance of permits by regulatory agencies cannot be guaranteed.
- This scope of services assumes there will be no required design changes for purposes of environmental impact avoidance/minimization.



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

- This scope includes services through permit issuance only and does not include pre-construction meetings, pre-construction surveys, or during/post-construction monitoring/compliance services; a proposal for these bidding/construction phase services will be provided once the Project permits and associated permit conditions are drafted.
- This scope anticipates a six-month permitting duration. Additional permitting duration and regulatory activity generated by the agencies that exceed this task's budget will be invoiced on a time and materials basis.
- Additional studies or data requests not listed here that may arise during the permitting process are not included.
- Note that approval of lighting plans/fixtures by the FWC does not preclude FWC requests for lighting modifications upon inspection of installed lights.

Deliverables:

- CCCL Permit Application.
- Permit application drawings.

Task 4: Final Design

Objectives:

Final design services will be performed for the building expansion, including the pile-supported foundation, the promenade, mechanical and electrical engineering elements, ADA accessibility, and the architectural components described below. Final design will result in a combined, coordinated set of construction drawings and technical specifications for Contractor bidding and construction. M&N will manage production of the design/construction drawings across all disciplines. M&N will lead development and coordination of the design basis with a focus on improving permitting, procurement, construction, costs, and schedule efficiencies. Final engineering design includes project deliverables at Design Development (60%) and Construction Documents (100%).

Final design assumes that the service building is detached from the historical A-frame and the work on the new service building can be performed independently of the A-frame structure while protecting the A-frame in place.

Scope:

Overall Execution Approach

- **Design Development (DD) 60%** consists of developing drawings that will define the materials required to construct the project along with a DRAFT Technical Specification book, FINAL BOD and 60% level OPCC. Design Development will also incorporate feedback received from the CITY's value engineering review.
- **Construction Document (CD) Services 100%** consist of producing final design and construction documents necessary to perform the work and obtain necessary building permits and solicit bids from Contractors. This work includes a final set of signed and sealed bid document for coordinated and final demolition, architectural, structural mechanical, electrical, and mechanical design; FINAL



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

Technical Specifications; and FINAL Opinion of Probable Construction Costs (OPCC). Final drawings, specifications and calculations shall be signed and sealed by a State of Florida registered professional engineer or architect.

Building Substructure and Promenade

M&N will provide final structural engineering design services and construction documents for the building foundation, the promenade, and pedestrian pathways that connect the promenade with the service building. All structural foundations, including piles and substructure, will be timber; and the promenade superstructure will be constructed of timber. Structural design calculations will also be prepared and submitted as a final deliverable. Structural design drawings will include:

- Demolition
- Structural Notes
- Structural Plans
- Structural Typical Sections and Details
- Technical structural specifications

Site Electrical and Lighting

The electrical scope of work includes:

- Lighting design via rail lighting that meets regulatory turtle lighting requirements at the promenade.
- Electrical distribution design for lighting and convenience receptacles (for maintenance purposes).
- Design of electrical tie-in to existing electrical service at the base of the pier.

Site Mechanical Utilities

The mechanical engineering scope includes design of a potable water system along the promenade while providing potable water and sanitary sewer discharge piping for the new service building. The potable water system will include piping and supports under the structure to supply hose bibbs along the promenade and showers at the beach access stairs. The new potable water piping will be connected to the existing potable water system under the existing structure. The new sewer discharge piping and supports will span from the new service building and restrooms to the existing lift station. The systems will be designed in accordance with the 7th Ed of Florida Building Code, Plumbing.

Service Building Architecture

Architecture design will be performed by our subconsultant Joseph Pozzuoli Architects (JPA), whose scope includes design of the new service building at the base of the pier. Design scope includes:

- Finalizing design of the new service building according to the schematic design approved by the CITY, including the men's and women's toilet rooms, bait shop, radio station, service closet, open air passages, balcony, outdoor showers, access stairs to the beach, and all MEP (mechanical, electrical and plumbing) designs for the new service building.
- The bait shop and radio station will include mini-split units for heating and cooling, and the toilet rooms will include natural ventilation, with minor mechanical ventilation.



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

- Open-air passages will connect the service building to the promenade that will provide a secondary entrance to the south for the toilet rooms and bait shop.
- The deck under the toilet rooms, bait shop, radio station, and service closet will be concrete slabs while the open-air passages will be wood decking.
- The service building walls will consist of concrete masonry units with a Coquina Stone (or other approved) veneer on the toilet room walls and a wood veneer on the bait shop, radio station, and service closet walls.
- The slanted roof sections over the toilet rooms will be pre-engineered wood roof trusses or hand framed with a standing seam metal roof with a flat roof at the back over the bait shop, radio station and service closet section as shown in the approved schematic design.

Dependencies/Exclusions:

- The scope considers the service building at the base of the pier and the new promenade. Historical reconstruction of the A-frame, the Funky Pelican, the lifeguard station, and upland civil, drainage, or pavement work, including parking realignment and striping, are not included.
- No communication, data, access control, fire alarm, or life safety systems are included.
- It is assumed that no standby/emergency generator is required.
- The existing electrical service at the base of the pier is adequate to support the renovated building and promenade lighting and convenience power. M&N assumes that a new electrical utility service will not be required.
- M&N assumes the public water supply near the pier is adequate for required water demands. A flow test is not included.
- M&N assumes that the existing sanitary facilities, including the sump pump and force main, under the pier are adequate to support the proposed demands of the service building. Design of sanitary sumps, pumps, or force mains are not included.
- Rezoning, variance, or special exception submissions related to obtaining approvals from the various governmental agencies with jurisdiction over the project are not included.
- Bid and construction support services are not included.
- The issued construction drawings will be adequate to submit for building permits; however, revisions to those construction drawings requested as part of the building permit process, if any, will be performed under a separate scope of services and are not included in this scope.
- The CITY will provide front End Division 00 and 01 specifications.
- Phase 3, which includes the proposed new boardwalk segments that extend north and south of the pier, is not included in this scope of work.

Deliverables:

- 60% DD drawings, DRAFT technical specifications, OPCC, and FINAL BOD
- 100% CD/IFB drawings, FINAL technical specifications, and OPCC



Beachwalk Phases 1 and 2 Engineering Design Services

December 4, 2024

Project Schedule

The schedule for the tasks in this proposal has a duration of nine (9) months assuming that all environmental permits are received within six (6) months from permit application submittal.

Fees

Professional engineering fees for the above referenced services will be Lump Sum and are summarized in the table below. M&N will invoice each month on a percent completed basis. This proposal is valid for sixty (60) days from date on proposal cover sheet.

Task	Description	Subtotal Fees	Revised Fees
1	Field Work and Data Collection		\$37,200
2	Preliminary Engineering and Schematic Design		\$64,400
3	Environmental Permitting		\$30,100
4	Final Design		\$168,300
	TOTAL		\$300,000

Sincerely,

MOFFATT & NICHOL



Michael Herrman, PE

Vice President



Gabriel Perdomo, PE

Senior Project Manager



City of Flagler Beach

P.O. Box 70 • 116 3rd Street South
Flagler Beach, Florida 32136
Phone (386) 517-2000 • Fax (386) 517-2016

Date: November 27, 2024
To: City Commission
From: Lupita McClenning, City Planner
RE: 2109 S. Flagler Avenue
Request for a Variance

Land Use Data

Applicant/

Owner: Cathy and Toby Horrocks

Property

Address: 2109 S. Flagler Avenue, Flagler Beach, FL

Parcel ID: 18-12-32-2750-00300-0220
.17 of an acre

Zoning: Single Family Residential (SFR)

FLUM: Low Density Residential

Background:

In August of 2024, applicant was completing due diligence and seeking to subdivide property. The property was 100 x 150 and had an existing twenty-one hundred twenty square foot (2,120 SQFT) single-family home built in 1985; plus, a seven hundred square foot (702 SQFT) detached structure complete with kitchen, restroom, bedroom, and living room/studio.

Applicant was informed by Planning & Zoning that she would need to go before the PARB and City Commission to split the lot; however, the applicant was informed by the Property Appraiser's Office that the subject property was already platted and recorded as a 50 x 150 single-family lot. Flagler County provided a parcel ID for the 50 x 150 lot and assigned an address.

The structure has a 707 SQ FT structure, with an enclosed living space of 624 SQ FT. The structure meets residential building code requirements for structural, mechanical, electric, and plumbing. The detached structure also meets zoning setback standards for front, rear, and side yards in the SFR-1 district. However, no Certificate of Occupancy shall be issued until facilities and services are in operation. The structure lacks separate water and electric meters.

Variance Request

An application is submitted requesting a variance from the Land Development Code, Article II, Section 2.05.08.1.

- (a) All single-family dwelling units, shall have a minimum of nine hundred (900) square feet of livable enclosed floor space, exclusive of open porches and garages.

Applicant requests relief of two-hundred seventy-six square feet (276 SQFT) from the land development minimum standards of nine hundred square feet (900 SQ FT) for a single-family dwelling.

Sec. 2.05.08. - Minimum square footage of dwelling units

Section 2.05.08.1.

(a) All single-family dwelling units, including townhouse units, shall have a minimum of nine hundred (900) square feet of livable enclosed floor space, exclusive of open porches and garages;

(b) Those single-family residential dwelling units located in an area zoned Single-Family Residential-2 shall have a minimum of one thousand one hundred (1,100) square feet of livable enclosed floor space, exclusive of open porches and garages;

(c) Those single-family dwelling units located in areas zoned Single-Family Residential-3 shall have a minimum of one thousand three hundred fifty (1,350) square feet of livable enclosed floor space, exclusive of open porches and garages;

(d) Those single-family dwelling units located in areas zoned Residential-4 shall have a minimum of one thousand six hundred (1,600) square feet of livable enclosed floor space, exclusive of open porches and garages.

Section 2.05.08.2.

All dwelling units in multifamily residential buildings shall have a minimum of five hundred fifty (550) square feet of livable enclosed floor space, except that efficiency apartments defined as apartments consisting of one (1) main room including kitchen facilities, and a bath room shall contain not less than two hundred (200) square feet of livable enclosed floor space, the above floor space being exclusive of open porches and garages.

Planning and Architectural Review Board (PARB) Section 8.05.13

The Planning and Architectural Review Board may grant variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13.

In advocating any variance, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance.

The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district.

No nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a variance.

Staff Analysis Appropriate Conditions and Safeguards

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district.
 - a. *Ordinance No 87-2 was adopted on second reading and took effective immediately April 23, 1987. (See Exhibit A)*
 - b. *No fair and substantial relationship exists between the general public purposes of the ordinance and the specific application of that provision to the property.*
 - c. *The structure is an existing structure and does not alter the aesthetics of neighborhood.*
 - d. *The property can be put to reasonable use as a 625 SQFT single-family home.*
2. That the special conditions and circumstances do not result from the actions of the applicant.
 - a. *The applicant met with staff and confirmed the structure met all applicable lot regulations including permitted uses in the SFR-1 district, minimum lot width, required setbacks, height, and maximum lot coverage.*
 - b. *During applicant's due diligence, the minimum square footage of dwelling units was not evident on the survey, nor investigated before Flagler County split the 100 x 150, subsequently recorded the 50 x 150 lot, and provided an address of 2109 S. Flagler*

Avenue, ostensibly annulling the need to appear before the PARB and City Commission.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.
 - a. The proposed use of a single-family home is a reasonable one.*
 - b. The structure has an enclosed living space of 624 SQFT which meets residential building code requirements for structural, mechanical, electric, and plumbing, thus the zoning restriction to not allow its use imposes more of a burden than other properties in the area.*
 - c. Granting the variance request does not alter the essential character of the neighborhood.*
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
 - a. The granting of variance would permit the property to be put to a reasonable use; and the literal interpretation would deprive the applicant of utilizing the structure, and a certificate of occupancy.*
 - b. The current structure meets building code requirements as it relates to the structural, mechanical, electrical, and plumbing. The applicant stated that a 20'x13' addition to the existing structure would require changing trusses, adding foundation, relocating kitchen and bath, plumbing, and electric. The applicant stated in a September 5, 2024 pre-submittal planning meeting, that maintaining the structure "as-is," makes it available as an affordable housing option.*
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure,
 - a. The variance granted is the minimum variance that will make possible the reasonable use of the building, and allow a permit for a water meter, and a certificate of occupancy.*
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
 - a. The benefit of the variance to the applicant does not harm the general public or other individuals; nor does it have an adverse impact on an individuals or neighbors.*

Planning Staff Analysis

Housing is defined as affordable when it consumes no more than thirty percent (30%) of a household’s income for households of all income levels. More than thirty percent (30%) of a household’s income spent for housing is considered *cost burdened*.

According to the US Census data, in 2022 the Median Household Income in Flagler Beach was \$64,242. Thirty percent of housing equates to \$19,273 yearly, or \$1606 monthly housing costs including taxes, and insurance. Using a mortgage calculator, assuming a \$20K down payment, 6.8% interest rate, \$3,226 in property taxes, and insurance of \$1,260 equates to an estimated mortgage for a \$236,500 home +/-.

Compliance with the Comprehensive Plan

In accordance with the Housing Element of the City of Flagler Beach Comprehensive Plan, the following goals and policies support affordable housing:

Policy C.1.3.1

The City shall encourage local developers to avail themselves of City zoning and procedural support to affordable housing within the City limits.

Policy C.1.3.3

The City shall facilitate education on, and explore policies and procedures to permit affordable construction methods and buildings within the City's jurisdiction.

Planning Staff Recommendation

Granting the variance to permit the use of the structure as a single-family home provides an alternative single-family home opportunity. In advocating any variance, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. However, granting the variance does not prohibit additions to or renovations to the existing structure.

Staff recommends the Planning and Architectural Review Board recommend to the City Commission to grant the variance on the following conditions:

1. That the structure remains as the principal structure on the lot in compliance with the density prescribed in Comprehensive Plan, Low Density Residential, single-family home (SFH) and the Land Development Code for single-family unit and single-family dwelling.
2. On the condition that if property owner decides to build a separate principal structure on the lot, that prior to receiving a building permit the existing structure would need to be converted to an accessory structure by removing the 220-volt outlet and removing the stove/oven appliance.
 - These conditions safeguard that the principal structure is not then converted to an accessory structure, and non-compliant with the density prescribed in Low Density Residential in the Comprehensive Plan.

- The existing structure meets the building code for a primary structure as it has a full kitchen. In accordance with low density and single-family residential district, Section 5.03.121 *Single-family unit (SFU)* means one (1) or more rooms with bathroom and kitchen facilities designed for occupancy by one (1) family; and
- Section 2.02.00 *Dwelling, single-family*—A detached building designed for occupancy by one (1) family. A unit having more than one (1) kitchen or facilities for servicing more than one (1) kitchen then shall be presumed not to be a single-family dwelling.

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler - Legal
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

10/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/28/2024

Legal Clerk
Walter Feja

Notary, State of WI, County of Brown
3.7.27

My commission expires

Publication Cost: \$331.96
Tax Amount: \$0.00
Payment Cost: \$331.96
Order No: 10703382 # of Copies:
Customer No: 464924 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

City of Flagler Beach
PUBLIC HEARING NOTICE

PVAR24-0001 – 2109 South Flagler Ave. A Variance application has been submitted requesting a variance from Land Development Code, Article II, Section 2.05.08.1. (a) All single-family dwelling units, shall have a minimum of nine hundred (900) square feet of livable enclosed floor space, exclusive of open porches and garages. The dwelling unit is 624 square feet of enclosed floor space.

The subject property is identified as Parcel ID No. 18-12-32-2750-00300-0220 FUQUAY SUBDIV BLOCK 30 LOT 22. A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND. STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS: PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, NOVEMBER 12, 2024 AT 5:30 P.M. CITY COMMISSION: THURSDAY, DECEMBER 12, 2024 AT 5:30PM OR AS SHORTLY THEREAFTER. ALL INTERESTED PARTIES ARE INVITED TO ATTEND. PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

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.

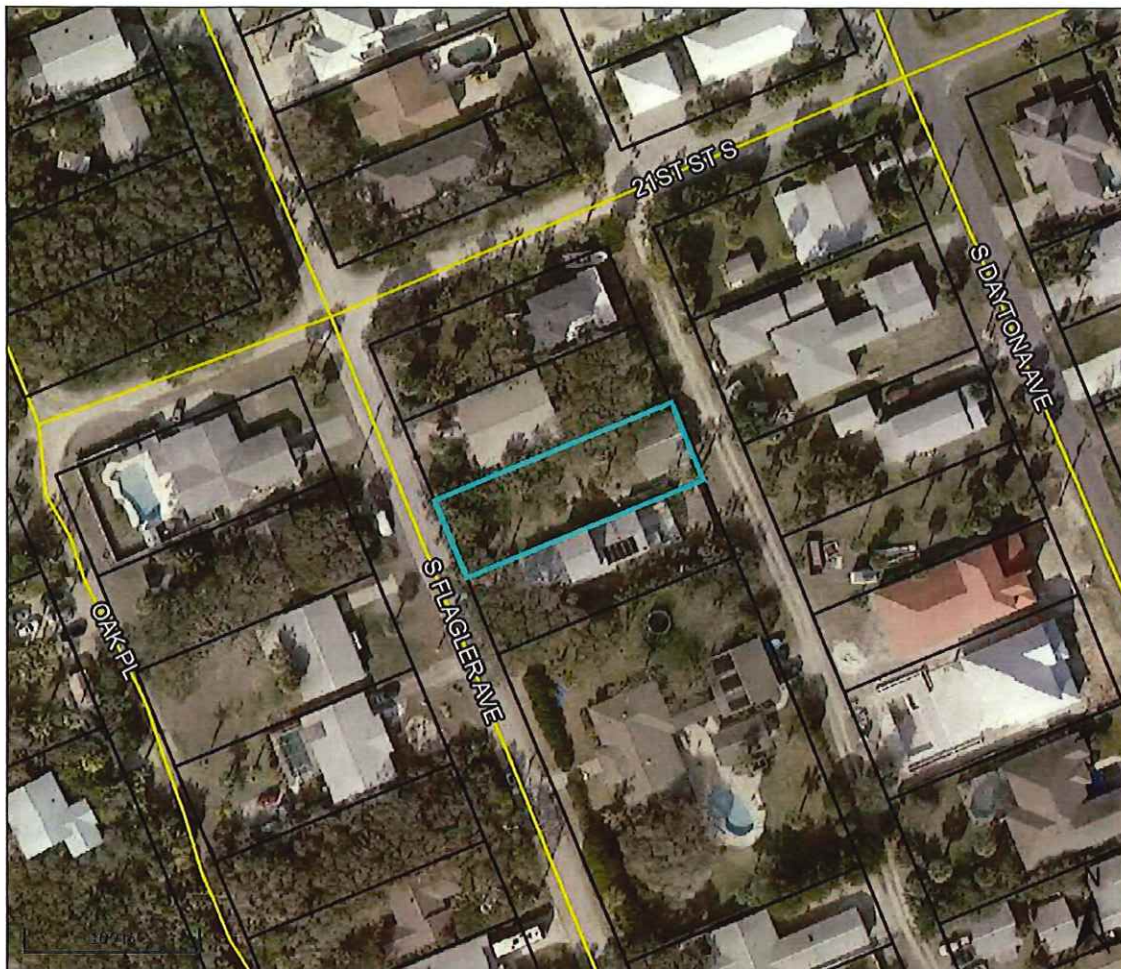
If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony 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 & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

L#10703382 10/28/2024 11

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

<p>Parcel ID 18-12-32-2750-00300-0220</p> <p>Prop ID 2009061</p> <p>Class Code SINGLE FAMILY</p> <p>Taxing 21</p> <p>District</p> <p>GIS sqft 7,653.670</p>	<p>Owner HORROCKS TOBY & CATHY H&W</p> <p>Physical Address 317 SOUTH 22ND STREET FLAGLER BEACH, FL 32136 2109 S FLAGLER AVE</p>	<p>Land Value \$145,500</p> <p>Ag Land Value \$0</p> <p>Building Value \$0</p> <p>Misc Value \$0</p> <p>Just Value \$145,500</p> <p>Assessed Value \$68,374</p> <p>Exempt Value \$0</p> <p>Taxable Value \$68,374</p>	<p>Last 2 Sales</p> <table border="0"> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> <tr> <td>8/15/2024</td> <td>\$550000</td> <td>I</td> <td>Q</td> </tr> <tr> <td>12/17/2012</td> <td>\$225000</td> <td>I</td> <td>Q</td> </tr> </table>	Date	Price	Reason	Qual	8/15/2024	\$550000	I	Q	12/17/2012	\$225000	I	Q
Date	Price	Reason	Qual												
8/15/2024	\$550000	I	Q												
12/17/2012	\$225000	I	Q												

Date created: 10/8/2024
 Last Data Uploaded: 10/8/2024 8:08:15 AM

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FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach FLUM**
- Commercial
- Golf Course
- High Density
- Low Density
- Medium Density
- Mixed Use Overlay
- Mobile Home Park
- Other Public Facilities
- Park
- Public Buildings & Grounds
- Salt Water Marsh
- Spoil Area
- Undefined

<p>Parcel ID 18-12-32-2750-00300-0220</p> <p>Prop ID 2009061</p> <p>Class Code SINGLE FAMILY</p> <p>Taxing 21</p> <p>District</p> <p>GIS sqft 7,653.670</p>	<p>Owner HORROCKS TOBY & CATHY H&W</p> <p>Physical Address 317 SOUTH 22ND STREET FLAGLER BEACH, FL 32136 2109 S FLAGLER AVE</p>	<p>Land Value \$145,500</p> <p>Ag Land Value \$0</p> <p>Building Value \$0</p> <p>Misc Value \$0</p> <p>Just Value \$145,500</p> <p>Assessed Value \$68,374</p> <p>Exempt Value \$0</p> <p>Taxable Value \$68,374</p>	<p>Last 2 Sales</p> <table border="0"> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> <tr> <td>8/15/2024</td> <td>\$550000</td> <td>I</td> <td>Q</td> </tr> <tr> <td>12/17/2012</td> <td>\$225000</td> <td>I</td> <td>Q</td> </tr> </table>	Date	Price	Reason	Qual	8/15/2024	\$550000	I	Q	12/17/2012	\$225000	I	Q
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Date created: 10/8/2024
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FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach Zoning**
- C- CONSERVATION
- CLOSED STREETS
- GC- GENERAL COMMERCIAL
- HIGHWAY COMMERCIAL
- LDR- LOW DENSITY
- LI- LIGHT INDUSTRIAL
- MDR- MEDIUM DENSITY RESIDENTIAL
- MIRROR LAKE WATERSHED DISTRICT (R1)
- P- PRESERVATION
- PUD- PLANNED UNIT DEVELOPMENT
- R- RESERVED
- REC- RECREATION
- REC/PUD- RECREATION/PUD
- SFR- SINGLE FAMILY RESIDENTIAL (R1)
- SFR- SINGLE FAMILY RESIDENTIAL (R4)
- TC- TOURIST COMMERCIAL

Parcel ID 18-12-32-2750-00300-0220
Prop ID 2009061
Class Code SINGLE FAMILY
Taxing 21
District
GIS sqft 7,653.670

Owner HORROCKS TOBY & CATHY
H&W
317 SOUTH 22ND STREET
FLAGLER BEACH, FL 32136
Physical Address 2109 S FLAGLER AVE

Land Value	\$145,500	Last 2 Sales			
Ag Land Value	\$0	Date	Price	Reason	Qual
Building Value	\$0	8/15/2024	\$550000	I	Q
Misc Value	\$0	12/17/2012	\$225000	I	Q
Just Value	\$145,500				
Assessed Value	\$68,374				
Exempt Value	\$0				
Taxable Value	\$68,374				

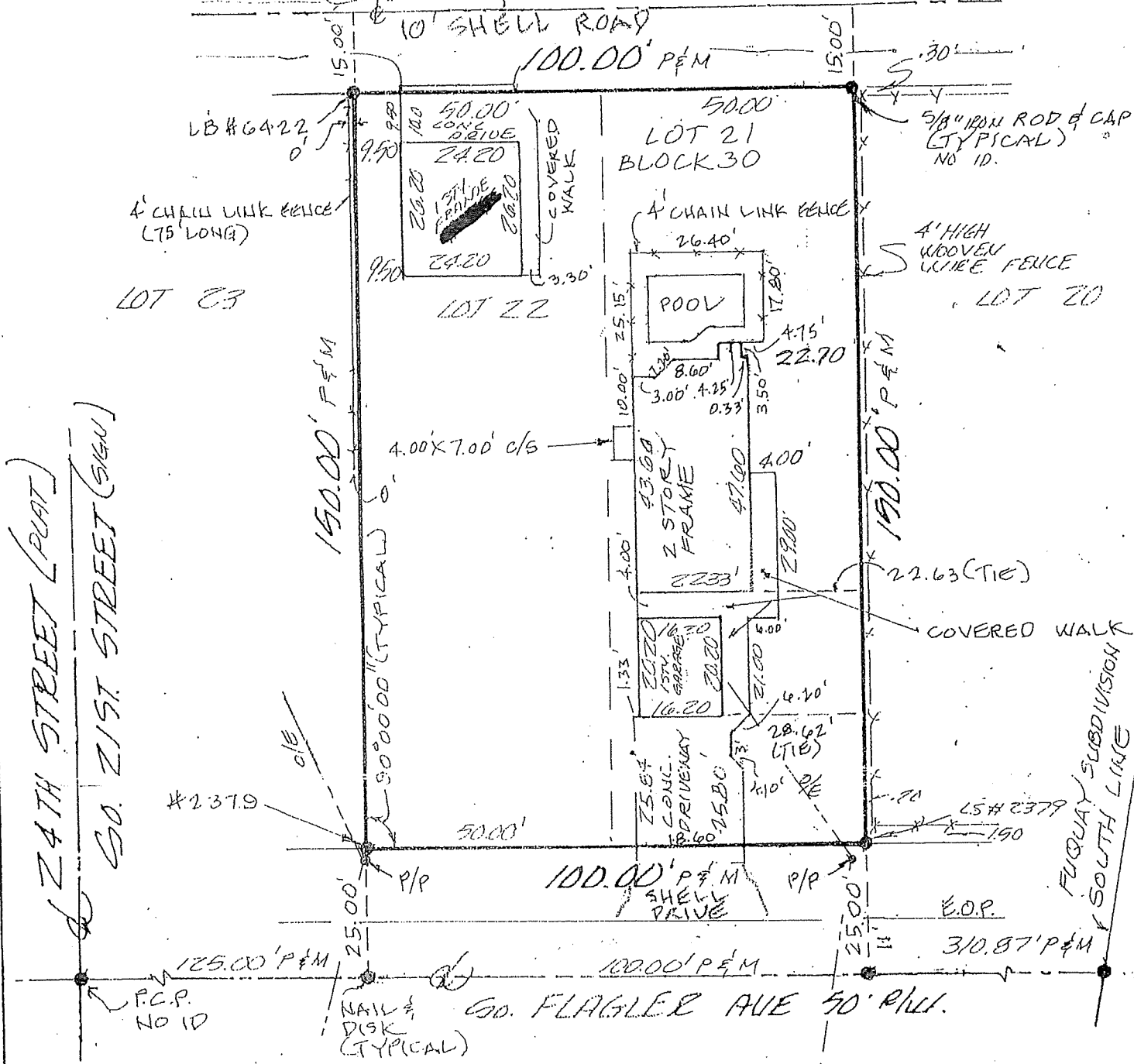
Date created: 10/8/2024
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Section 8, Item a.

NORTH
SCALE: 1" = 30'

COQUINA PLACE

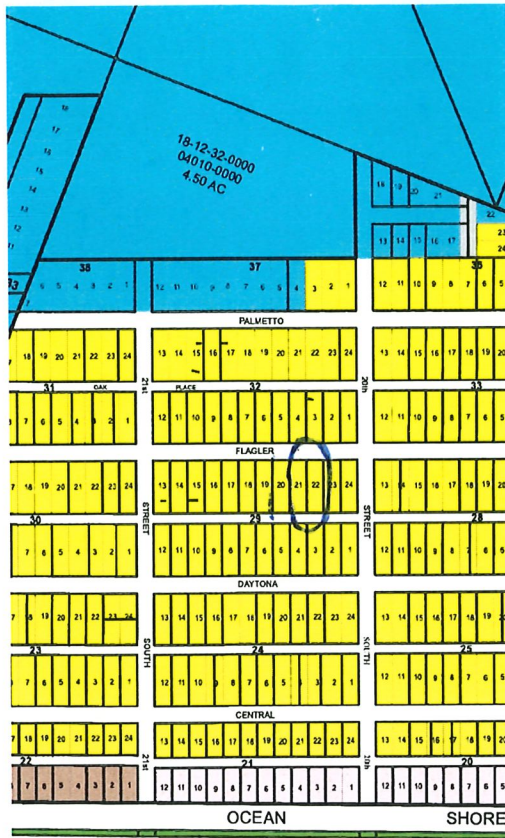


LEGAL DESCRIPTION

Lots 21 & 22, Block 30, FUQUAY SUBDIVISION, as recorded in Map Book 1, Page 26, of the Public Records of Flagler County, Florida.

- NOTES:
1. Description provided by client.
 2. No bearings shown on plat.
 3. Property lies in Flood Zone "A-5" (Base Flood Elevation 5.0'), as shown on Flood Insurance Rate Map (FIRM), Community Panel Number 120087 0002 B, Effective Date: May 15, 1985.

Section 8, Item a.



cityofflaglerbeach.com



PVAR 24-0001



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

RECEIVED
SEP 24 2024

Section 8, Item a.

City of Flagler Beach
Building Department

GENERAL APPLICATION	
<input type="checkbox"/> Final Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Site Development Plan(s)	<input type="checkbox"/> Plat Vacating
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Subdivision Master Plan
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Non-statutory Land Division/Parcel Reconfiguration
<input type="checkbox"/> Future Land Use Map Amendment	<input type="checkbox"/> Site Plan Modification (Post approval)
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Development Order Modification
<input checked="" type="checkbox"/> Variance	<input type="checkbox"/> Wireless Communication Facility (new structure)

Application Submittal Date: 9/24/2024

Fee Paid: \$ 735.00 , Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____ , Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: _____

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 2109 S. Flagler Ave, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(S): 18-12-32-2750-00300-0220

D. LEGAL DESCRIPTION: _____ Subdivision Name: Fugway Subdivision
Block 30 lot 22

Section; _____ Block(s); 30 Lot(s); 22

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 150x50 = 7500sq ft.

F. FUTURE LAND USE MAP DESIGNATION: SFR-1 EXISTING ZONING DISTRICT: SFR-1

OVERLAY DISTRICT: _____

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Single family residence

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS)
Variance for size requirement. Current non conforming due to size on a buildable lot.

J. PROPOSED NUMBER OF LOTS (If Applicable): 1 Development Phasing: Yes No



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

Section 8, Item a.

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: City of Flagler Beach

M. EXISTING MORTGAGE? Yes No

OWNER:	APPLICANT/AGENT:
Name: <u>Cathy + Toby Horrocks</u>	Name:
Mailing Address: <u>3173 22nd St. F.B.</u>	Mailing Address:
Phone Number: <u>847-738-3786</u>	Phone Number:
E-mail Address: <u>Cathy@bhgsynergy.com</u>	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

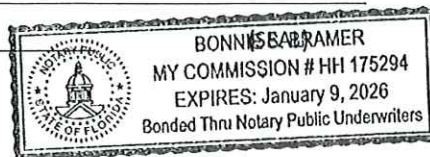
Signature of owner OR person authorized to represent this application:

Signature(s): Cathy L Horrocks

Printed or typed name(s): Cathy L Horrocks

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of September 2024 by Cathy Horrocks individual submitted by Personal Knowledge Satisfactory Evidence: Type _____

Bonnie Brammer
Signature of Notary Public, State of Florida



SEP 24 2024
City of Flagler Beach
Building Department



City of Flagler Beach
P.O. Box 70 *800 S Daytona Avenue
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Zoning Variance Application

Date:

Applicant: Cathy + Toby Horrocks Email: Cathy@bhgsynergy.com

Address: 317 S. 22nd St. Phone#: 847-738-3786
Flagler Beach, FL 32136

Owner of Subject Property: Cathy + Toby Horrocks
Address: 317 S. 22nd St. Email: Cathy@bhgsynergy.com
Flagler Beach, FL 32136 Phone#: 847-738-3786

Applicant Status: Owner Agent for Owner Attorney for Owner Contract Purchaser

This is a request for a Variance for a single family residence nonconforming
on a buildable lot.

on SFR1 zoned property. The Comprehensive Plan Future Land Use designation is SFR1

Size or Parcel 150x50 = 7500sq ft Tax Parcel# 18-12-32-2750-00300-0220

Address of Property 2109 S. Flagler Ave, Flagler Beach FL
32136

Prepared By:

Olde Florida Title, LLC
Attn: Isadora Hobbs
2561 Moody Blvd., Suite A-213 , PO BOX 813
Flagler Beach, FL 32136

Return To:

Toby Horrocks and Cathy Horrocks
317 South 22nd Street
Flagler Beach, FL 32136

Order No.: FN240255

Property Appraiser's Parcel I.D. (folio) Number:
18-12-32-2750-00300-0210

WARRANTY DEED

THIS WARRANTY DEED dated August 15, 2024, by Joan Willis, a single woman, whose post office address is 2113 S FLAGLER AVE, Flagler Beach, Florida 32136 (the "Grantor"), to Toby Horrocks and Cathy Horrocks, husband and wife, whose post office address is 317 South 22nd Street, Flagler Beach, Florida, 32136 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Flagler, State of Florida, viz:

Lot 21, Block 30, Fuquay Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 26, of the Public Records of Flagler County, Florida.

and

Lot 22, Block 30, Fuquay Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 26, of the Public Records of Flagler County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2023.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
Witness Signature
Jon C Hobbs

Printed Name of First Witness
2561 Moody Blvd, Suite 213
Flagler Beach, FL 32136
Address of First Witness

[Signature]
Joan Willis

Grantor Address:
2113 S FLAGLER AVE
Flagler Beach, FL 32136

[Signature]
Witness Signature
Isadora Hobbs

Printed Name of Second Witness
2561 Moody Blvd, Suite 213
Flagler Beach, FL 32136
Address of Second Witness

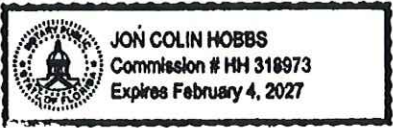
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 15th of August, 2024, by Joan Willis, a single woman who is personally known to me or who has produced FLDC as identification.

Witness my hand and official seal, this the 15th of August, 2024.

[Signature]
Notary Public: Jon C. Hobbs

My Commission Expires: 2-4-27
(SEAL)



address1	address2	address3	address4	address5
18-12-32-2750-00320-0130	BOTNICK RUEBEN &	SANDRA H/W	289 HILLHURST BLVD TORONTO ONTARIO	CANADA MGB 1M9,
18-12-32-2750-00310-0240	KING T LYNN	TRUSTEE	PO BOX 537	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0220	REUBEL FRANK F		733 BEVILLE ROAD	S DAYTONA BEACH, FL 32119
18-12-32-2750-00310-0200	NOBLE JOHN E & DEBBIE L H&W		PO BOX 1736	FLAGLER BEACH, FL 32136
18-12-32-2750-00320-0100	PIEGER DAVID HENRY TRUSTEE		2036 S FLAGLER AVENUE	FLAGLER BEACH, FL 32136
18-12-32-2750-00320-0110	BOTNICK REUBEN &	SANDRA H&W	289 HILLHURST BLVD TORONTO ONTARIO	CANADA MGB 1M9,
18-12-32-2750-00320-0120	BOTNICK REUBEN &	SANDRA H&W	289 HILLHURST BLVD TORONTO ONTARIO	CANADA MGB 1M9,
18-12-32-2750-00310-0020	MACDONALD WILLIAM R &	ELIZABETH H&W	16 COUNTRY POND RD	FAIRVIEW, NC 25730
18-12-32-2750-00310-0010	DARCY BERNARD C		2100 SOUTH FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0031	ADAMS JOHN R &	SANDRA L	31 HILLCREST DRIVE	MILLERSVILLE, PA 17551
18-12-32-2750-00310-0040	TAVOLACCI JOSEPH JR & LAUREEN	& JOSEPH TAVOLACCI SR	200 S OCEANSHORE BLVD	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0160	WILKINSON SARAH J		2031 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0060	STEELE CAROLYN RENE		2888 SPANISH COVE TRL	JACKSONVILLE, FL 32257
18-12-32-2750-00290-0150	WELKER WILLIAM & JESSICA MILLER H&W		2035 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0070	GIARAMITA VIRGINIA		2234 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0140	BALLOU DANIEL ARTHUR		2039 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0080	SCHWENK KAE A & VILHO	SEDIG III W&H	2148 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0130	JOY TIMOTHY H & LAURIE H&W		2041 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00310-0090	SHULER JUSTIN		2156 FLAGLER AVENUE S	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0240	JAKAB SCOTT J & MARY B H&W		3108 CANOE CT	SAINT JOHNS, FL 32259
18-12-32-2750-00300-0230	DI VICO JOHN IV & JOSEPH ANTHONY DI VICO		2105 S FLAGLER AVENUE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0210	HORROCKS TOBY & CATHY H&W		317 SOUTH 22ND STREET	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0170	FURNARI STEPHEN T & KRISTINA M	FURNARI H&W	2119 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0100	GAULDEN DAVID E & JANE M H&W		2036 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0110	FARRI ANTHONY	& PAMELA A TRUSTEES	2044 SOUTH DAYTONA AVENUE	FLAGLER BEACH, FL 32136
18-12-32-2750-00290-0120	ROBERTS STEPHEN O & MARILYN M	ROBERTS H&W	2048 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0160	PARENT ALFRED G &	ELAINE S H&W LIFE ESTA	2131 S FLAGLER AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0010	RELKIN RUSTIN & MEGANN H&W		1899 S ALLEN ST	STATE COLLEGE, PA 16801
18-12-32-2750-00300-0020	BLOEMER GARY F & SHARON L H&W		2104 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0051	SANDERS JULIA ANNE		1803 CRANBERRY LANE	RESTON, VA 20191
18-12-32-2750-00300-0070	KING PATRICIA L TRUSTEE		2124 SOUTH DAYTONA AVENUE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0090	DICKSON JAMES P & JUDY L H&W		2132 SOUTH DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00240-0130	MEARS JENNIFER	& MARSHALL C MEARS	2043 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00230-0230	ADAMS JOHN & JULIE H&W		99 SLACKWATER ROAD	MILLERSVILLE, PA 17551
18-12-32-2750-00230-0220	LORE ANTHONY & GEORGIENE LOUISE GROVES H TRUSTEES		PO BOX 1715	FLAGLER BEACH, FL 32136
18-12-32-2750-00230-0210	TEATER NANCY	LIFE ESTATE	2111 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00230-0200	CURRENT RESIDENT		2115 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00230-0180	POWELL LARRY G TRUSTEE & PATTI	J POWELL TRUSTEE	2127 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00230-0170	POWELL LARRY G &	PATTI H&W TRUSTEES	2127 S DAYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0060	KING MARY SUSAN	TRUSTEE	2120 S DYTONA AVE	FLAGLER BEACH, FL 32136
18-12-32-2750-00300-0040	STROM BONNIE JEAN TRUSTEE		5302 E LAKE SHORE DR	WONDERLAKE, IL 60097
18-12-32-2750-00300-0220	HORROCKS TOBY & CATHY H&W		317 SOUTH 22ND STREET	FLAGLER BEACH, FL 32136



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 05, 2024

Item Name: Consider application PSPE25-0001: for a special exception use to utilize the building at 2501 Moody Boulevard, Unit A as a church in the Highway Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. Applicant: Coastal Family Church Representative: Patrick Jordan Farrell.

Background: The Planning and Architectural Review Board reviewed the request at their December 3, 2024 meeting. Staff findings are the Planning and Architectural Review Board recommend approval of the special use to allow for a church in the Highway Commercial zoning district in accordance with Section 2.06.01 (1 through 7); and that the use meets the applicable regulations governing the Highway Commercial district where the proposed church is to be located. Board comments included inquiry about the plans for the existing location of the Church, inquiry about planned renovations to proposed new location, commercial property tax and sales tax revenue impact concerns, inquiry about proposed new location being available to the community for various activities and inquiry about the approval status from condo association at proposed new location. Applicant comments included plans to open proposed new location to the community for multi-use activities, no contact with condo association at proposed new location, no set plans for existing location and no set plans for renovations at proposed new location. No public comment was received. Joann Soman motioned to recommend approval. Vice-Chairman Marshall Shupe seconded. Motion passed unanimously.

Attachments: Planner’s report, application, proof of publication, notice list



City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityofflaglerbeach.com

STAFF REPORT / FINDINGS

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Date: November 15, 2024 for December 2024 Regular Meeting

Re: Findings / Staff Report Special Exception

Agent: Jordan Farrell

Applicant: Coastal Community Church d/b/a
Coastal Family Church
PO Box 1690
208 S 6th St
Flagler Beach, FL 32136

Intent: The intent of the applicant is to purchase 2501 Moody Blvd, Unit A and relocate existing church from S 6th Street to Flagler Square located on Moody Blvd.

Property Owner: Charles Young & Pate II, Inc.
1515 N Hwy US 17
Eagle Lake, FL 33839

Land Use and Parcel Information

Parcel ID: 11-12-31-2500-00010-0010
FLUM: General Commercial
Zoning: Highway Commercial

Property Facts

Parking: 206 Spaces
Frontage: 560' on Moody Blvd
Total Land Area: 8.84 Acres

Special Uses

There are certain uses and features which, because of their unique characteristics, cannot be distinctly classified or regulated in a particular district without consideration in each case of the impact of such uses and features upon neighboring uses and the surrounding area, compared with the public need for them at particular locations.

Special exception uses, as described in Schedule One of the Land Development Code, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board (PARB). In recommending approval or denial of the use, the PARB shall provide findings and recommendations on whether requirements of Section 2.06.01 (1. Through 7.) are met as well as other comments the PARB thinks will assist the City Commission in the determination of whether to grant the use.

Findings Required for Approval Section 2.06.01

1. That the use is a permitted special use as set forth in Schedule One.

Section 2.04.02.8. *Zoning Schedule One Land Use Controls.*

- a. Commercial recreational facilities (e.g., bowling alley, billiard parlor).
- b. Hotel, motels and inns.
- c. Automotive service stations, automotive repair centers, and lube shops if abutting any residential zoning district.
- d. Bars, cocktail lounges, taverns and the like with outdoor entertainment.
- e. Restaurants with drive-thru window service.
- f. Financial institutions with drive-thru windows.
- g. Private, social, recreational or fraternal clubs or organizations.
- h. Churches, synagogues or other houses of worship.**
- i. [Reserved.]
- j. Farmer's Markets

Finding: The use is identified as a permitted special use in the City of Flagler Beach Land Development Code, Schedule One #8 [and noted as (h) in staff report.] Churches, synagogues or other houses of worship.

2. That the use is so designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected.

Finding: The use including design, location, and proposed operation does not compromise the protection of public health, safety, welfare nor convenience.

- 3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

Finding: The use does not cause injury to the value of other property in the neighborhood.

- 4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

Finding: The use is compatible with adjoining development as churches exist within communities, neighborhoods, and throughout cities in relationship to the broader community.

- 5. That the adequate landscaping and screening is provided as required herein, or otherwise required.

Finding: The interior area of the parking lot of Flagler Square located on Moody Blvd contains planter islands and landscape that relieve the expanse of parking.

- 6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Finding: The off-street parking, ingress and egress of Flagler Square has been designed to cause minimum interference with traffic on abutting streets.

- 7. That the use conforms with all applicable regulations governing the district where located.

Finding: The use conforms with all applicable regulations governing the district as it relates to minimum lot size, lot depth, density, setbacks, building height, max impervious surface, signage, and parking.

In accordance with Section 02.06.02.1 churches shall provide one parking space per six permanent seats in the auditorium.

Criteria

The proposed special use of a church in the Highway Commercial zoning district meets the requirements of Section 2.06.01 (1 through 7). Additionally, staff determines that satisfactory provision of the following factors have been met by the petitioner:

- The special use is found to be in compliance with all elements of the City of Flagler Beach Comprehensive Plan.
- Ingress and egress to the property and proposed use with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, are satisfactorily met.

- Off-street parking area is satisfactorily met.
- Nuisance factors detrimental to adjacent and nearby properties including but not necessarily limited to noise is satisfactorily met.
- Utilities, with reference to location, availability and compatibility are satisfactorily met.
- General compatibility with adjacent properties and other property in the district is satisfactorily met.
- The change suggested is not out of scale with the needs of the neighborhood or City of Flagler Beach.

Commencement of a special exception occurs upon the issuance of a building permit.
Parking for a church

Findings/Recommendation

Staff findings are that the Planning and Architectural Review Board recommend to the City Commission to approve the special use to allow for a church in the Highway Commercial zoning district in accordance with Section 2.06.01 (1 through 7); and that the use meets the applicable regulations governing the Highway Commercial district where the proposed church is to be located.

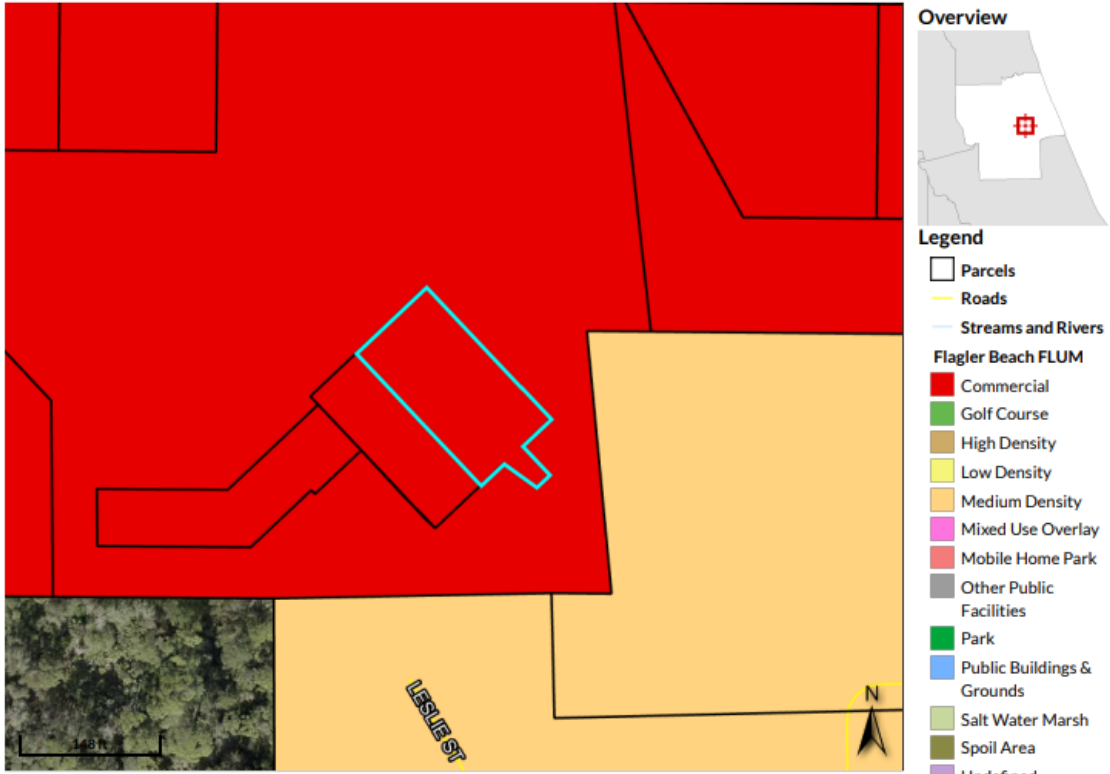


AERIAL



FLUM

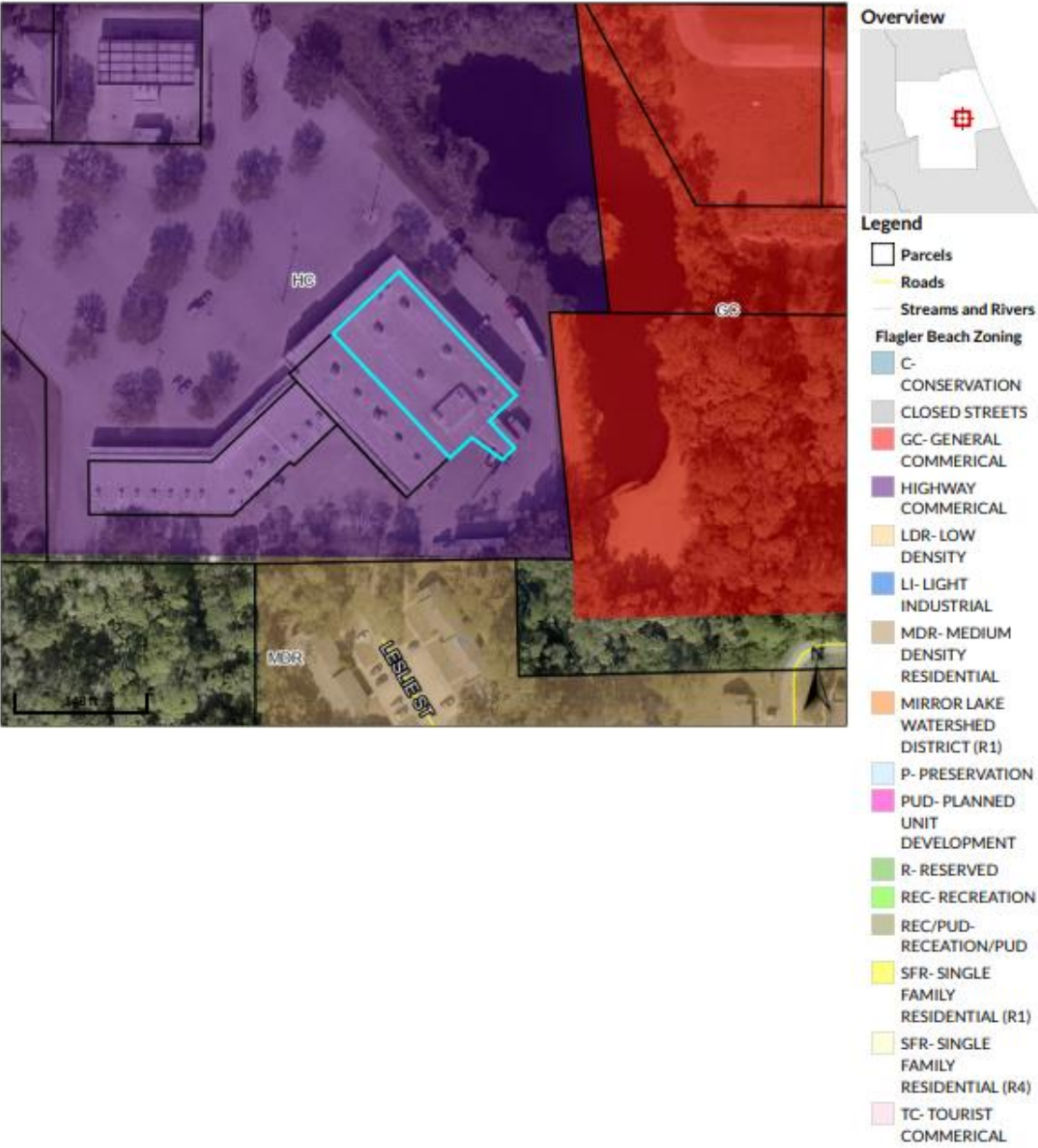
FLAGLER COUNTY PROPERTY APPRAISER



Parcel ID	11-12-31-2500-00010-0010	Owner	YOUNG & PATE II INC 1515 HWY 17 N EAGLE LAKE, FL 33839	Land Value	\$0	Last 2 Sales							
Prop ID	2002355			Ag Land Value	\$0	Date	1/29/2022	Price	\$1676100	Reason	I	Qual	Q
Class Code	RETAIL CONDO	Physical Address	2501 MOODY BLVD UNIT A	Building Value	\$1,419,675		n/a	0		n/a		n/a	
Taxing District	21			Misc Value	\$0	MLS #MISSING#							
GIS sqft	18,901.420			Just Value	\$1,419,675								
				Assessed Value	\$1,419,675								
				Exempt Value	\$0								
				Taxable Value	\$1,419,675								
				Value									

ZONING

FLAGLER COUNTY PROPERTY APPRAISER



ATTACHMENTS

- Application
- Site Plan
- Notice of Public Hearing & Legal Ad



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

Section 8, Item b.

GENERAL APPLICATION	
<input type="checkbox"/> Final Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Site Development Plan(s)	<input type="checkbox"/> Plat Vacating
<input checked="" type="checkbox"/> Rezoning	<input type="checkbox"/> Subdivision Master Plan
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Non-statutory Land Division/Parcel Reconfiguration
<input type="checkbox"/> Future Land Use Map Amendment	<input type="checkbox"/> Site Plan Modification (Post approval)
<input checked="" type="checkbox"/> Special Exception	<input type="checkbox"/> Development Order Modification
<input type="checkbox"/> Variance	<input type="checkbox"/> Wireless Communication Facility (new structure)

Application Submittal Date: 10/31/2024 PSPE 25-0001
 Fee Paid: \$ 685.00 Date Received: 10/31/2024
 Employee Accepting Application (print name): Michele Ficocello
 Rejected Date: _____ Rejected by: _____
 Reason for Rejection: _____

A. PROJECT NAME: Coastal Community Church (DBA Coastal Family Church)

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 2501 Moody Blvd Unit A

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 11-12-31-2500-00010-0010

D. LEGAL DESCRIPTION: Flagler Square Subdivision Name: _____

Section: _____ Block(s): 1 Lot(s): 31

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: .43 acres (18,901 sq ft)

F. FUTURE LAND USE MAP DESIGNATION: _____ EXISTING ZONING DISTRICT: HC

OVERLAY DISTRICT: _____

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Commercial Retail furniture store

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) for Church to be located at above subject property Requesting special exception

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes No



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

Section 8, Item b.

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: City of Flagler Beach, FL

M. EXISTING MORTGAGE? Yes No

OWNER: Young & Pate II	APPLICANT/AGENT:
Name: <u>1515 Hwy 17 N Eagle Lake, FL 32829</u>	Name: <u>Coastal Community Church (DBA Coastal Family Church)</u>
Mailing Address:	Mailing Address: <u>PO Box 1690, FB, FL 32136</u>
Phone Number: <u>863-287-1846</u>	Phone Number: <u>386-864-1681</u>
E-mail Address:	E-mail Address: <u>pastor@cotn.com</u>

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL: - Architect
Name: <u>Citizens Bank</u>	Name: <u>Dave Grussgott</u>
Mailing Address: <u>PO Box 7, Frostproof, FL 33842</u>	Mailing Address:
Phone Number:	Phone Number: <u>386-503-5163</u>
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: <u>TBD</u>	Name: <u>TBD</u>
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name: <u>TBD</u>	Name: <u>TBD</u>
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: <u>TBD</u>	Name: <u>N/A</u>
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

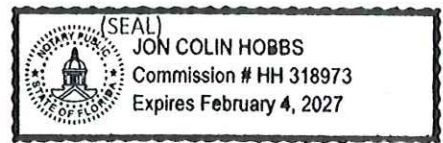
I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): [Signature] Att: Rep
 Printed or typed name(s): Jordan Farrell

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 31st day of October 2024 by Jordan Farrell individual submitted by Personal Knowledge Satisfactory Evidence: Type _____

Signature of Notary Public, State of Florida [Signature]
Jon C. Hobbs
Exp 2-4-27



SPECIAL EXCEPTION APPLICATION

APPLICATION INFORMATION PACKET



City of Flagler Beach
P.O. BOX 70 105 S. 2ND STREET
FLAGLER BEACH, FL 32136
Phone (386) 517-2000 Fax (386) 517-2016

Request for Special Exception

Table of Contents

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Deed Restriction Notice	6
Water and Sewer Availability	7

OUTLINE OF REQUIREMENTS

In order to simplify the Special Exception process we have compiled an outline of the requirements and approximate time frame involved in a special request below:

1. PETITIONER SHALL SUBMIT A COMPLETE APPLICATION PACKAGE THAT INCLUDES:

- 1. Complete petition application
- 2. Justification statement(s), addressing that the seven (7) individual criteria required for a Special Exception has been met. (See Attachment A, Special Exception Standards)
- 3. Recorded warranty deed
- 4. File Fee of \$600.00 and additional fees associated with certified mail and newspaper advertising FEES ARE NON REFUNDABLE
- 5. Current survey of subject property
- 6. See checklist

2. UPON RECEIPT OF A COMPLETED APPLICATION STAFF WILL PROCESS THE PETITION IN THE FOLLOWING MANNER

A. STAFF REPORT AND RECOMMENDATION

- 1. A packet is compiled consisting of the meeting agenda, previous meeting minutes, the Staff's report and recommendation based on the satisfaction of the criteria for a Special Exception has been met along with supporting documents.
- 2. The packet is delivered to the Board Members a minimum of three (3) days before the meeting and a copy of the Staff's Report is available to the Petitioner at such time.

B. NOTIFICATION:

- 1. Each property owner within 200 feet of the subject property will be notified of the Special Exception petition. (Property owner notification fees are comprised of the actual cost for postage plus a surcharge of \$1.80 per item.)
- 2. Publication of public notice (legal ad) will be placed in a newspaper ten (10) days prior to a Public Hearing. The Petitioner shall also pay for the ad.

3. THE PLANNING AND ARCHITECTURAL REVIEW BOARD MEETING IS HELD ON THE FIRST (1ST) TUESDAY OF THE MONTH AT 5:30 P.M., IN THE CITY COMMISSION CHAMBERS AT THE CALL OF THE CHAIRMAN:

- 1. The Board will ask for a presentation from the Petitioner.
- 2. Staff will present the Administration's recommendation to the Board.
- 3. The Board will ask for comments from the public.
- 4. Following the public discussion, the Board will discuss the petition and vote for approval or denial.
- 5. A majority of affirmative votes is required for approval of the Special Exception. Following the vote the Chairman will announce the results to the Petitioner and all assembled, the results of which will be forwarded to the City Commission.
- 6. The City Commission will conduct a quasi-judicial public hearing in which sworn testimony will be taken and recorded. The City Commission will take the appropriate action on the request.

4. THE ACTION OF THE CITY COMMISSION SHALL BE RECORDED IN THE MINUTES AND THE PETITIONER WILL BE NOTIFIED BY MAIL OF THE COMMISSIONS ACTIONS.



City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Special Exception - (SPEX)

PETITION NO.: _____

DATE: _____

Pursuant to Appendix A, Land Development Regulations, Section 2.06.01 of the Zoning Ordinance, I hereby request a Special Exception as described below:

PURPOSE FOR THE SPECIAL EXCEPTION PETITION: _____

PETITIONER: Coastal Community Church (DBA Coastal Family Church)

PROJECT ADDRESS: 2501 Moody Blvd Unit A, FB, Fl 32136 PHONE NO.: 386-864-1681

OWNER OF SUBJECT PROPERTY: Young & Pate II (Charles J Young)

ADDRESS: 1515 N US Hwy 17, Eagle Lake, Fl 33839 PHONE NO.: 863-287-1846

PETITIONER'S RELATION TO SUBJECT PROPERTY: Buyer & Seller

ADDRESS/LEGAL DESCRIPTION: 2501 Moody Blvd Unit A

LOT: 31 BLOCK: 1 SUBDIVISION: Flagler Square ZONING DISTRICT: Flagler Beach, Florida

ATTACH JUSTIFICATION STATEMENTS ADDRESSING ALL SEVEN (7) REQUIREMENTS FOR THIS SPECIAL EXCEPTION REQUEST AS REQUIRED: (See Attachment "A" Special Exception Requirements.)

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

ACCEPTED BY: _____ DATE: _____

PETITION #: _____

Authorization

Owner/Applicant

THIS IS TO CERTIFY THAT I AM THE OWNER AND/OR PETITIONER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: _____

SIGNATURE OF OWNER: Charles J. Young III

DATE: 10/24/24

Owner- Designating Agent on his/her behalf Patrick Jordan

AS OWNER, I AUTHORIZE Patrick Jordan Farrell TO ACT AS MY AGENT IN THIS MATTER. PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: Patrick Jordan Farrell

ADDRESS: 701 N. Flagler Beach, FL 32136

PHONE: 386 - 986 - 6744

STATE OF FLORIDA,
County of Flagler

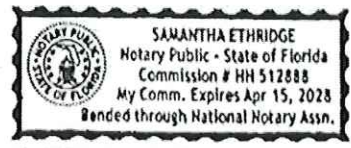
Subscribed and Sworn to (or affirmed) before me by

Charles J. Young III
SIGNATURE OF OWNER

Charles J. Young III
OWNER'S NAME (Print/Type)
1515 N. US Hwy 17, Eagle Lake, FL 33839
ADDRESS (Street, City) & Phone Number 863.287.1846

This 24 day of Oct., 2024 Who is personally known to me or has produced Y520-150-50-004-0 identification.

Commission # HH 512828 / April 15, 28
Commission Number & Expiration Notary Public Samantha Ethridge



SPECIAL EXCEPTION STANDARDS - ATTACHMENT A

The Planning and Architectural Review Board may grant Special Exceptions only upon finding that the request meets the criteria set forth in Appendix A, Land Development Regulations, Section 2.06.01. Describe how your request meets each requirement.

1. That the use is a permitted Special Exception use as set forth in Schedule One hereof.
2. That the use is so designed located and proposed to be operated that the public health, safety, welfare and convenience will be protected.
3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.
4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.
5. That the adequate landscaping and screening is provided as required herein, or otherwise required.
6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.
7. That the use conforms with all applicable regulations governing the district where located.

In advocating any Special Exception, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the Special Exception is advocated, shall be deemed a violation of this ordinance. The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the Special Exception is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a Special Exception to permit use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a Special Exception.

CHECKLIST OF REQUIRED ITEMS

The information and attachments requested as part of this application are the minimum necessary to determine compliance with the requirements of the City of Flagler Beach Zoning Ordinance. The City may require additional information, or waive certain requirements, at any time during the application process depending upon the nature of the Special Exception request.

ATTACHMENTS CHECKLIST:

- DESCRIPTION OF HOW THIS APPLICATION MEETS THE SEVEN (7) REQUIREMENT STANDARDS (Complete Attachment A, "Special Exception Requirements").
- RECORDED WARRANTY DEED
- OWNER'S AUTHORIZATION
- SURVEY OF PROPERTY
- LOCATION MAP
- N/A SITE DEVELOPMENT PLAN (1"=20' if applicable)
- ARCHITECTURAL BUILDING ELEVATION
- ROOF MATERIAL AND COLOR (if applicable)
- EXTERIOR FINISH AND COLOR (if applicable)
- SANITARY SEWER/ WATER AVAILABILITY (FORM PROVIDED)

YOU MUST PROVIDE FIFTEEN (15) COMPLETE SETS OF ALL REQUIRED MATERIALS



GOD'S LOVE • BUILDING HIS FAMILY • ADVANCING HIS KINGDOM

10/29/24

City of Flagler Beach
PO Box 70
Flagler Beach, FL 32136

ATTN: Planning and Architectural Board / Special Exception Package

To Whom it May Concern:

Please be advised that the Special Exception Standards have been reviewed in their entirety and we find that our petition from Coastal Community Church DBA Coastal Family Church to the Planning and Architectural Board of Flagler Beach meets each requirement.

1. We are requested to have the property used as a Church which meets the standard.
2. The public health, safety, welfare and convenience will be protected in the manner of the standards as set forth by the city. The church's current location in Flagler Beach has been exemplary in this manner.
3. The church use will not jeopardize injury to the value of property in the current neighborhood location.
4. The use of the church will only compliment and be compatible to the adjoining development and proposed character in which it was designed to benefit the property.
5. All landscaping and screening will meet the standard set forth.
6. The property provides adequate parking, ingress and egress to the vehicles and traffic in and out of the property meeting the standard set forth.
7. The use of the church conforms with all applicable regulations governing the district where the property is situated.

We humbly request this Special Exception and feel we will only enhance the property and surrounding community at large.

Your kind consideration in this request is greatly appreciated.

Warm Regards,

A handwritten signature in black ink that reads "Roderick Palmer".

Pastor Roderick Palmer
Senior Pastor
Coastal Family Church





PLANNING & ZONING

City of Flagler Beach

PO Box 70 105 South 2nd Street

Flagler Beach, Florida 32136

Phone (386) 517-2000. Fax (386) 517-2016

Dear Petitioner,

Please be aware that your petition for a Special Exception to the Planning and Architectural Review Board may be subject to deed restrictions. You are advised to check your deed for information relative to the person(s) or organizations which enforce such restrictions. Failure to receive approval may result in a clouded title or other legal action due to non-compliance with recorded deed restrictions. However, the City of Flagler Beach does not enforce deed restrictions except those in Appendix A, Land Development Regulations, Section 6.02.04. The City will process said petition regardless of whether such action has been reviewed and approved by those who may enforce the deed restrictions.

Planning & Zoning

PREPARED BY:
Steven A. Weinberg, Esquire
FRANK, WEINBERG & BLACK, P.L.
7805 S.W. 6th Court
Plantation, FL 33324
File No.: 6845.313

PARCEL ID NO.: 11-12-31-0650-000C0-0031

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 31st day of January, 2022, by FLAGLER SQUARE-JAX, INC., a Florida corporation, whose address is P.O. BOX 273760 ("Grantor") to YOUNG & PATE, II, INC., a Florida corporation, whose address is 1515 Highway 17 N., Eagle Lake, FL 33839 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to the instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Flagler County, Florida, legally described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Property").

SUBJECT TO: the Permitted Exceptions set forth in Exhibit "B" attached hereto and made a part hereof by this reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

FLAGLER COUNTY PROPERTY APPRAISER



Overview

Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	11-12-31-2500-00010-	Owner	YOUNG & PATE II INC	Land Value	\$0	Last 2 Sales			
	0010		1515 HWY 17 N	Ag Land	\$0	Date	Price	Reason	Qual
Prop ID	2002355		EAGLE LAKE, FL 33839	Value		1/29/2022	\$1676100	I	Q
Class Code	RETAIL CONDO	Physical	2501 MOODY BLVD	Building	\$1,419,675	n/a	0	n/a	n/a
Taxing	21	Address	UNIT A	Value					
District				Misc Value	\$0				
GIS sqft	18,901.420			Just Value	\$1,419,675				
				Assessed	\$1,419,675				
				Value					
				Exempt	\$0				
				Value					
				Taxable	\$1,419,675				
				Value					

Date created: 10/29/2024
 Last Data Uploaded: 10/29/2024 7:41:55 AM



EXHIBIT "8" PHASE 2 - DEVELOPMENT PLAN

Phase 2 Site Plan

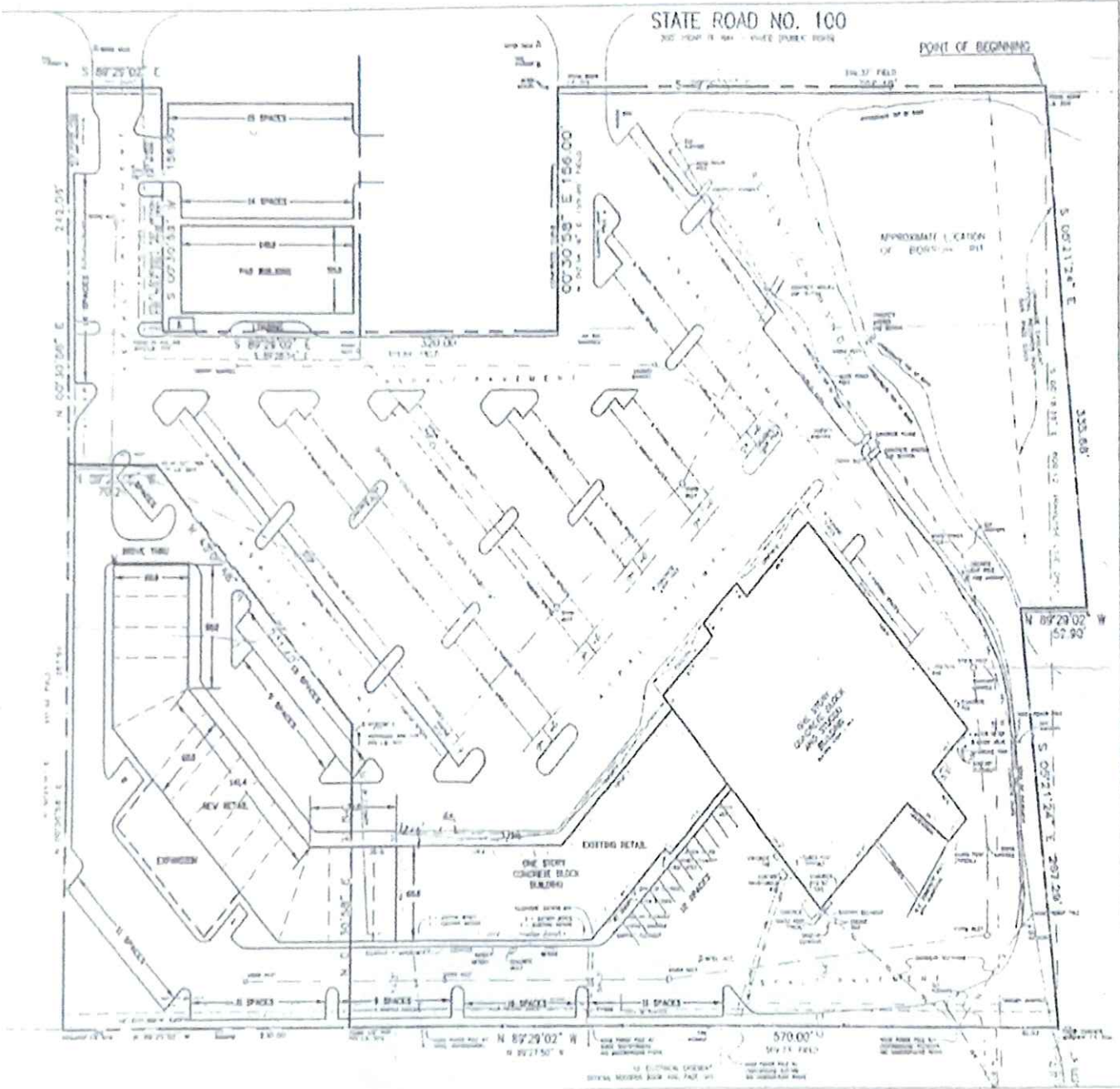
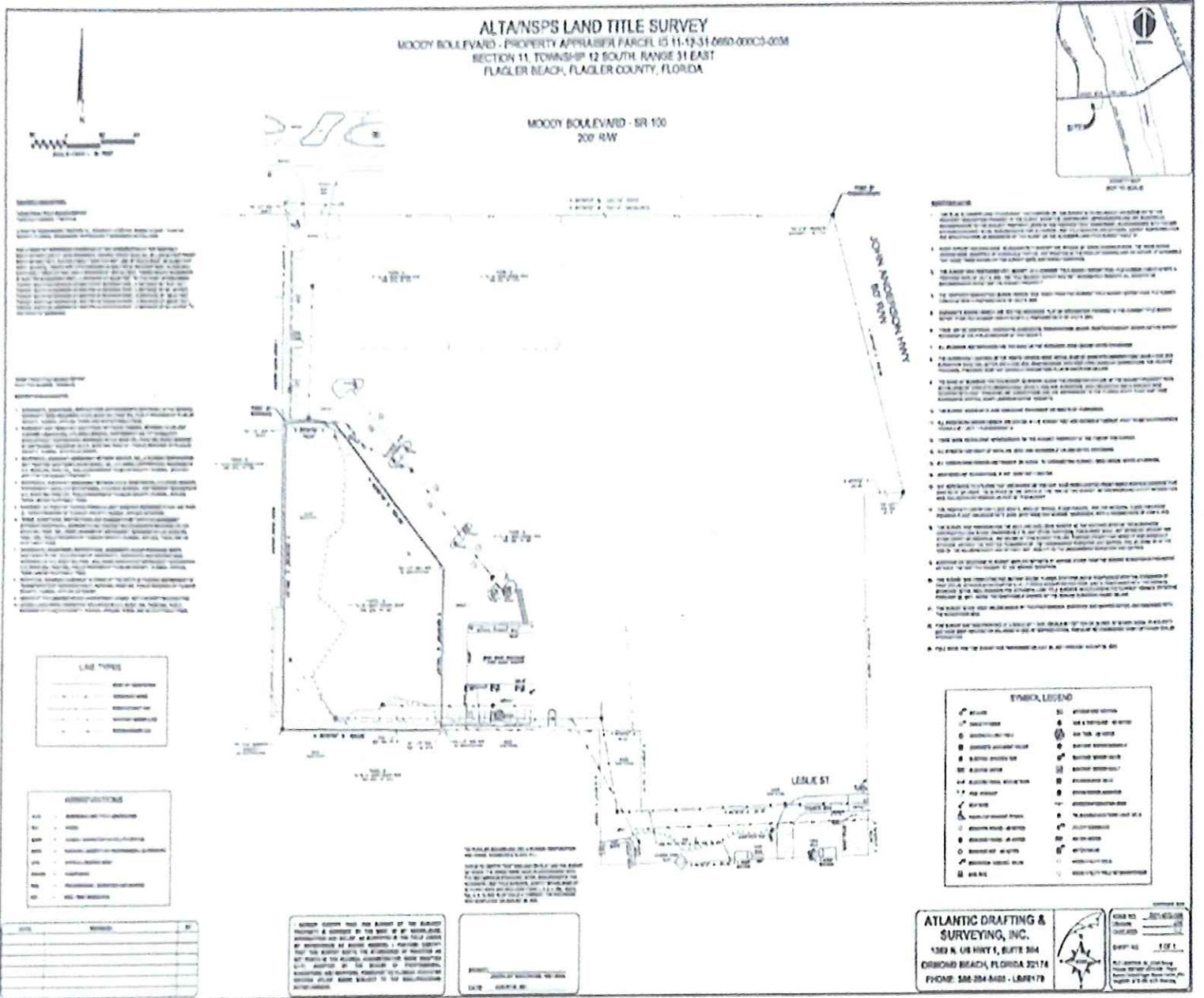


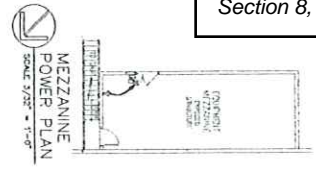
EXHIBIT "8"

PHASE 2 - DEVELOPMENT PLAN

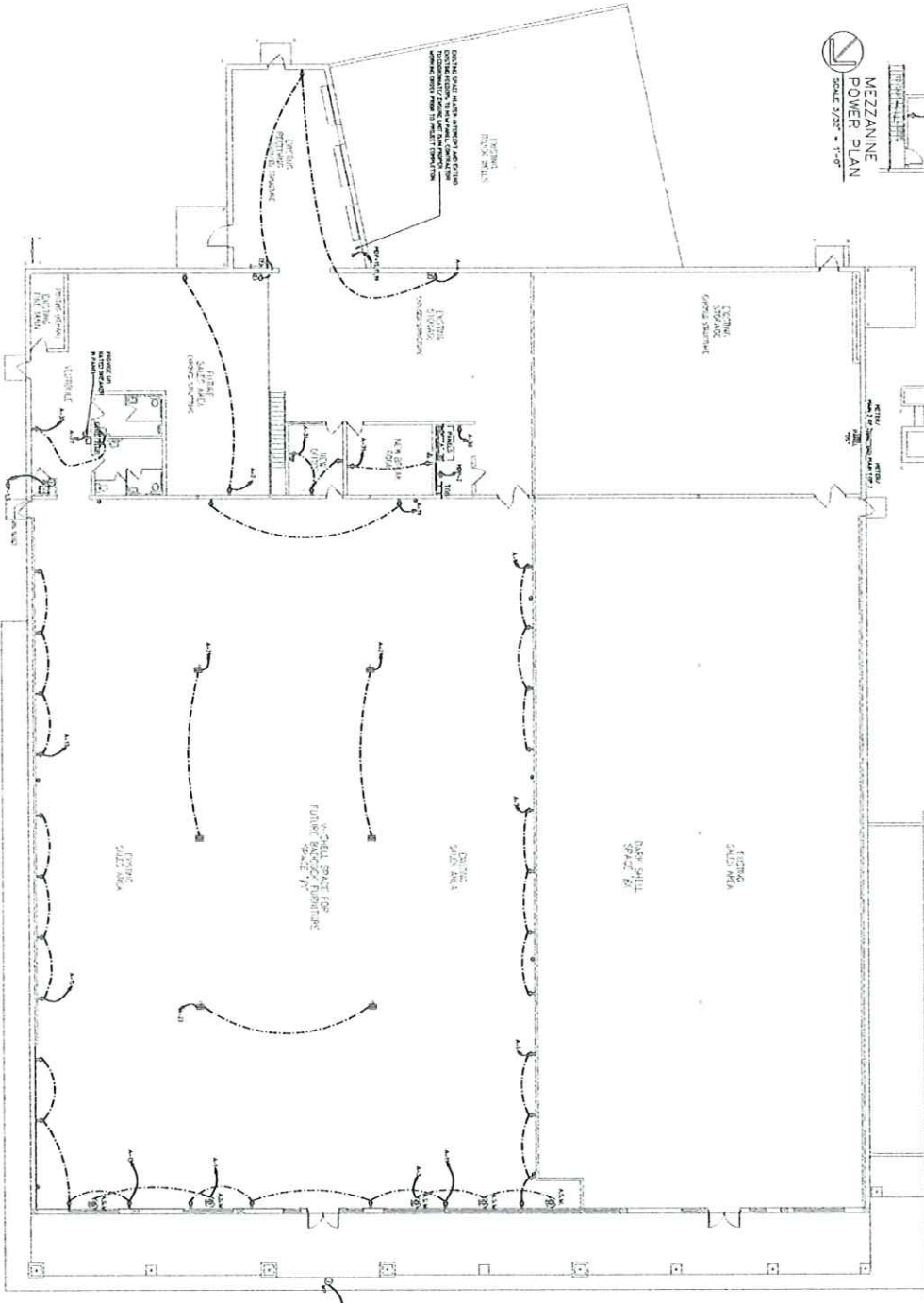
SURVEY



Section 8, Item b.

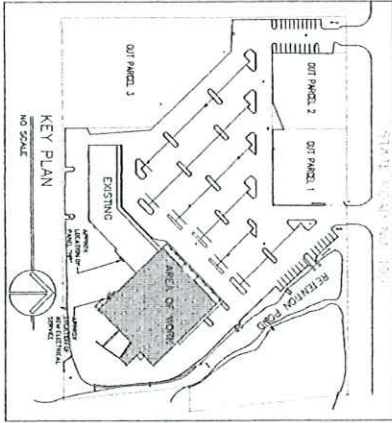


POWER PLAN
SCALE 3/8" = 1'-0"



SEE ELECTRICAL NOTES & LEGEND ON SHEET EEL 1

NOTES TO ELECTRICAL: THE EEL, THE CONTRACTOR SHALL VERIFY ALL EXISTING EQUIPMENT AND WIRING IS IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.



PERMIT SET 05/26/17

ENE CONSULTING

10000 W. BOCA RATON BLVD., SUITE 200, BOCA RATON, FL 33433
 TEL: 561-368-1111 FAX: 561-368-1112
 WWW.ENECONSULTING.COM

DEMISE VACANT SPACE FOR NEW SPACES AS:
"DARK SHELL SPACE 'X' & V-SHELL SPACE 'Y'"
"FLAGLER SQUARE"
 2501 WEST MOODY BLVD. • FLAGLER BEACH, FLORIDA 32136

JMS ARCHITECTURAL DESIGN INC.
PLANNING & CONSULTING
 3000 PALM AVENUE, SUITE 100, PALM BEACH GARDENS, FL 33418
 TEL: 561-368-1111 FAX: 561-368-1112 EMAIL: jms@jmsad.com

NO.	REVISION

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ANDERSON CROSSING OWNERS
ASSOCIATION INC CVS PROPERTY TAX
ONE CVS DRIVE
WOONSOCKET, RI 02895

FLAGLER BEACH VILLAS RRH LTD
P.O. BOX 10293
CLEARWATER, FL 33757

FLAGLER SQUARE-JAX INC
PO BOX 273760
BOCA RATON, FL 33427

HIGHWAY 100 LLC
8051 N TAMIAMI TRAIL SUITE E6
SARASOTA, FL 34243

SPACE COAST PETRO
DISTRIBUTOR INC
102 HIGH POINT DR
COCOA, FL 32926

VERANDA BAY INVESTMENTS, LLC
3129 SPRINGBANK LN 201
CHARLOTTE, NC 28226

YOUNG & PATE II INC
1515 HWY 17 N
EAGLE LAKE, FL 33839

**CITY OF FLAGLER BEACH
PUBLIC HEARING NOTICE**

Section 8, Item b.

Special Exception Application PSPE25-0001 - A request has been submitted for a Special Exception Use to utilize the building at 2501 Moody Blvd Unit A as a church in the Highway Commercial Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The subject property is identified by the Flagler County Property Appraiser as Parcel ID No. 11-12-31-2500-00010-0010 or Unit One of the Flagler Square Condominium pictured in Exhibit A. **Applicant: Coastal Community Church d/b/a Coastal Family Church.**

A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, DECEMBER 3, 2024 AT 5:30 P.M.

CITY COMMISSION: THURSDAY, DECEMBER 12, 2024 AT 5:30 PM OR SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

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 & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

EXHIBIT A



**ORDINANCE 2024-17
ANNEXATION OF VERANDA BAY - APPLICATION NO. PAN 24-0002**

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 A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit "A" and depicted in Exhibit "B", and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City's staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit "A" and depicted in Exhibit "B" in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit "C".

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit "A" and shown on the map in Exhibit "B" attached hereto ("Area") be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

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

ADOPTED on Second Reading after due public notice and public hearing this day of
December 2024.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" - Legal Description of Annexation Area
Exhibit "B" - Depiction of Annexation Area
Exhibit "C" - Affidavit of Publication

EXHIBIT "A"



City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Palm Coast Intracoastal, LLC, Veranda Bay Investments, LLC & Highway 100 Commercial, LLC PHONE: 386-445-8900 ext 102

ADDRESS: See attached legal description

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):
See attached legal description

SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property is reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Palm Coast Intracoastal, LLC

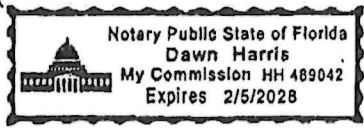
Veranda Bay Investments, LLC

<p><u>[Signature]</u> Signature of Owner one (1)</p> <p>Subscribed and Sworn to (or affirmed) before me by <u>William G. Allen, Jr., as Manager</u></p> <p>This <u>15th</u> day of <u>Aug</u>, 20 <u>24</u> Who is personally known to me or has produced _____ as identification</p> <p><u>HH190061 01/02/26</u> Commission Number & Expiration</p> <p><u>Prancy A. Baravides</u> Notary Public</p>		<p><u>[Signature]</u> Signature of Owner two (2)</p> <p>Subscribed and Sworn to (or affirmed) before me by <u>William G. Allen, Sr., as Manager</u></p> <p>This <u>13th</u> day of <u>Aug</u>, 20 <u>24</u> Who is personally known to me or has produced _____ as identification</p> <p><u>19972670095 10/01/2027</u> Commission Number & Expiration</p> <p><u>Donna M. Cash</u> Notary Public</p>	<p>DONNA M CASH Notary Public St. Johns County, North Carolina My Commission Expires December 1, 2025</p>
---	--	--	--

Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

<p>Signature of Owner three (3)</p> <p>Subscribed and Sworn to (or affirmed) before me by Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, as Manager of Highway 100 Commercial, LLC</p> <p>This ___ day of August, 2024, Who is personally known to me or has produced _____ as identification.</p> <p>Commission Number & Expiration</p> <p>Notary Public</p>	<p><i>Michelle Chira</i> Signature of Owner four (4)</p> <p>Subscribed and Sworn to (or affirmed) before me by Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC</p> <p>This 13th day of August, 2024, Who is personally known to me or has produced _____ as identification.</p> <p>HH489042 EXP. 02.05.28 Commission Number & Expiration</p> <p><i>[Signature]</i> Notary Public</p>
---	--



Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

<p><i>Mary L. Demetree</i> Signature of Owner three (3)</p> <p>Subscribed and Sworn to (or affirmed) before me by Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, as Manager of Highway 100 Commercial, LLC</p> <p>This <u>20th</u> day of <u>August</u>, 20<u>24</u>. Who is <u>personally known to me</u> or has produced _____ as identification.</p> <p><u>#HH 567098 07/01/2028</u> Commission Number & Expiration</p> <p><i>Jessica Santoli</i> Notary Public</p>	<p>Signature of Owner four (4)</p> <p>Subscribed and Sworn to (or affirmed) before me by Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC</p> <p>This ___ day of <u>August</u>, 20<u>24</u>. Who is personally known to me or has produced _____ as identification.</p> <p>Commission Number & Expiration</p> <p>Notary Public</p>
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EXHIBIT "B"

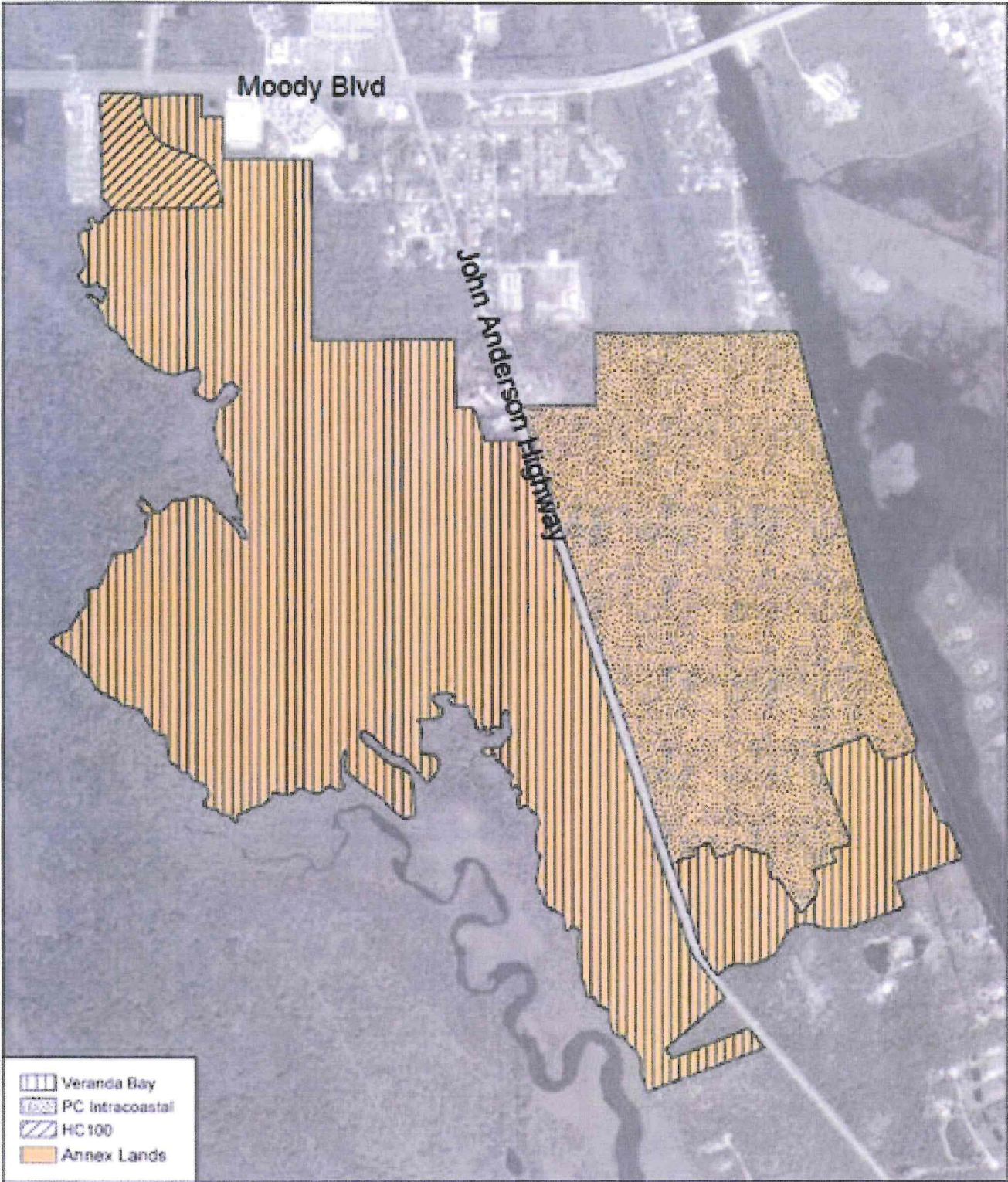


EXHIBIT "C"

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler - Legal
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

12/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/01/2024

Keegan Moran
Legal Clerk

Michelle Fry
Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost: \$1412.24
Tax Amount: \$0.00
Payment Cost: \$1412.24
Order No: 10803276 # of Copies:
Customer No: 464924 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2024-17
Entitled:

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 A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

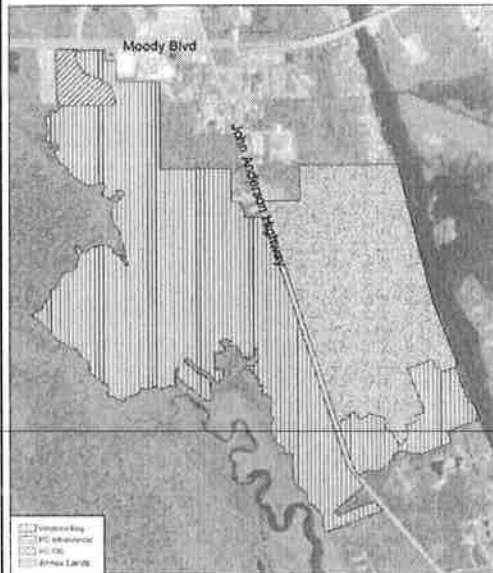
PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

2ND READING: CITY COMMISSION: THURSDAY, DECEMBER 12, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need 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, per Section 286.0105, Florida Statutes. 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.

LOCATION MAP



Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

VERANDA BAY PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (“Agreement”) is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, and **Palm Coast Intracoastal, LLC, a Florida limited liability company (“PCI”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226, **Veranda Bay Investments, LLC, a Florida limited liability company (“Veranda”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 and **Highway 100 Commercial LLC (“HC 100”)** whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the “Owners”) this ___ day of _____, 2024, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

- A. The parties desire to annex the following properties (the “Annexed Property”, **Exhibit “A”**) into the City of Flagler Beach.
- B. PCI is the owner of certain real property located in Flagler County, Florida consisting of approximately 215.57 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “PCI Property”);
- C. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 580 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Veranda Property”);
- D. HC100 is the owner of certain real property located in Flagler County, Florida consisting of approximately 18.94 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “HC100 Property”);
- E. PCI conveyed parcels of land and lots of records to third parties (the “Sold Lots”) generally identified in those final plats recorded at Plat Book 40, Pages 59 through 64 (Phase 1A) and Plat Book 40, Pages 65 through 70 (Phase 2A). Pursuant to Section 3.2(r) of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Veranda Bay, recorded in Official Records Book 2723, Page 302, all of Public Records of Flagler County, Florida, the owners of the Sold Lots consented to their respective Sold Lot being annexed into the City of Flagler Beach delegated to PCI the power and authority to do so. The Sold Lots are more particularly described on “**Exhibit B**”;
- F. PCI is also the declarant and developer of a mixed use project generally known as Veranda Bay (f/k/a The Gardens at Hammock Beach) (the “Project”) encompassing the Annexed Property subject to numerous governmental approvals (the “Approvals”) which include but are not limited to those identified on **Exhibit “C”**;

G. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands, Conservation, Mixed use: High Intensity, and Residential: Low/Medium Density/Single Family future land use designations under the provisions of the Flagler County Comprehensive Plan;

H. The Annexed Property is assigned the Planned Unit Development zoning classification under the provisions of the Flagler County Land Development Code and is subject to that PUD Development Agreement (the “PUD DA”) recorded at Official Records Book 1429, Page 19 et seq, as identified in the Approvals;

I. As negotiated in the PUD DA, the Owners, as a successor, previously conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of preservation, conservation and public recreation for the benefit of citizens of Flagler County (the “Dedicated Lands”);

J. The City desires to annex the Annexed Property into the City of Flagler Beach recognizing that (i) the Annexed Property is intended to be developed as a mixed use development consistent with the Approvals, and (ii) the Parties to this Agreement desire to amend the PUD DA;

K. Under Section 171.044(1), Florida Statutes, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality;

L. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

M. Section 171.062(1), Florida Statutes, provides as follows:

“An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.”;

N. Section 166.021(8) (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

“(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purpose of this subsection.”

and

“(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.”;

O. The City desires to ensure that any amendment to the Approvals and the development of the Annexed Property is compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such development in the manner required by applicable law;

P. The City has taken action to (i) expand the capacity of its potable water, waste water and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

Q. In the event the Approvals are amended, the City and the Owners desire to (i) implement land use densities and intensities that are compatible with the economic development goals of the City and (ii) develop the Annexed Property at its highest and best use;

R. The City represents to the Owners that adequate public facilities and services, including but not limited to potable water and wastewater, currently exist to serve the Annexed Property and will be available at the time of development in accordance with applicable laws regarding concurrency;

S. This Agreement is authorized by, permitted by, and consistent with the provisions of the City’s Home Rule Charter; the City’s Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose;

T. The City finds and determines that the City’s interest will be best served by annexing the Annexed Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexed Property is consistent with the Approvals and, if amended, is in accordance with the City’s Comprehensive Plan;

U. Owners seek to obtain for the Annexed Property the benefits and privileges of inclusion within the boundaries of the City, which include the designation of the Annexed Property on the City’s Future Land Use Map and the assignment of zoning categories to allow for the development of the Annexed Property consistent with the Approvals and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

V. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City’s Charter. The persons executing this Agreement represent that they have full authority and the necessary approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the Subject Property. The City hereby represents, warrants, and covenants to and with the Developer that this Agreement has been validly approved by the Flagler Beach City Commission, that it has been duly executed and delivered by the City, that it is consistent with the City's Comprehensive Plan (adopted by the City pursuant to Chapter 163, Part II, Florida Statutes) and the land development regulations of the City of Flagler Beach (including, without limitation, the City’s Land Development Regulations and, collectively, the “**City Regulations**”), and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

(C) The Owners consent to or petitioned for annexation of their respective properties. The Owners have delegated and assigned to PCI the right and responsibility for negotiating this Agreement on behalf of all the Owners.

~~**Section 3. No Annexation Fees.** It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owners to the City or to any other governmental authority, private individual or entity on account of or in connection with the City’s review and processing of the annexation petition or the annexation of the Annexed Property into the corporate limits of the City; provided, however, that the Owners shall pay their own attorneys’ fees and consulting fees.~~

Section 34. Development Conditions and Public Facilities

(A) Water/Sewer/Reuse: The Annexed Property, after the effective date of this Agreement, shall be located within the City’s urban service boundary. Except as provided herein, the City’s municipal services including but not limited to water, sanitary sewer and reuse water (“Services”) shall be provided to the Annexed Property. As a material part of this Agreement, the City represents to the Owners that it shall provide at a minimum 850,000 gallons of water and waste water treatment capacity to the Annexed Property. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Annexed Property. However, in the event the City cannot immediately provide and pay for one or any of these Services to the Annexed Property upon the Owners’ written request, the Owners shall be permitted, without objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an

adjacent provider or construct facilities to provide such services. The City shall not charge a CDD or a property owners association fees for the use or consumption of City reuse water for its respective common areas. Moreover, the City shall not require the Declarant to prepay water and sewer “impact”, “connection” or “CIAC” fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as it is to any other owner of City property and will be available concurrent with the impacts of the development of the Annexed Property. If reasonably possible, the Owners shall utilize the City’s solid waste collection franchise.

(C) Public Safety: The City will provide fire (having a first response agreement with Flagler County as part of its service network), police, and EMS facilities, including the equipment and services necessary to serve the Annexed Property at a level consistent with the City’s adopted level of service. All such public services are available to support the development of the Annexed Property.

(D) Transportation: Transportation issues and transportation impacts will be addressed through the City’s concurrency management system as presently adopted, Chapter 163, Florida Statutes, and traffic studies performed by a qualified engineer. The City shall not require any above or below grade crossings for any intersection affected by Project.

(E) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity to consider certain changes in the City Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of the City’s jurisdiction under its police power, processed in good faith and in a timely fashion. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development actions. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take actions, except to timely process such applications. Owners must process any final plats of the Annexed Property for approval by the City which may include the posting of proper bonds as provided by Florida law and Section 9.02.04 of the City Regulations. The Owners are permitted to market for sale any parcel or lot pending approval and recording of final plats (as may be bonded), provided that title to such will not be conveyed to third party purchasers prior to the recording of final plats.

(F) Buffers/Open Space/Trees: The Owners shall ensure that buffers along John Anderson Highway ~~provide a 25-foot minimum and 50-foot average. ∴ (i) 100 ft in width along the eastern side of the right of way and (ii) fifty (50) feet in width along the western side of the right of way.~~ Further, the Owners shall ensure that buffers along Bulow Creek provide a 25-foot

minimum and 75-foot average. The Owners shall also provide a natural buffer no less than seventy-five (75) feet from the edge of the Bulow Creek riverbank. In addition, the Owner shall provide a minimum of 300 acres of land as open space as may be defined by its current Land Development Regulations (LDR) or subsequent development agreements. ~~In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties.~~ This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property’s systems, as applicable or as may be exempt. The City further acknowledges that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies (“Stormwater Plans”). Future phases of development of the Annexed Property shall not be required to comply with City’s stormwater management or compensating storage requirements. The City agrees to cooperate with Owners’ efforts to obtain Conditional Letters of Map Revision ("CLOMR.s") and Final Letters of Map Revisions ("LOMRs") with FEMA on an expedited basis.

(H) Mass Grading/Phased Infrastructure: The Annexed Property shall be developed in phases with some infrastructure being shared between phases (“Shared Infrastructure”). The parties agree that the Owners shall have the right to mass grade and construct Shared Infrastructure in portions of the Annexed Property not subject to a preliminary plat or site plan development order so long as such Shared Infrastructure is related to an approved development order. The Owners shall have the right but not the obligation to create overall master plan and mass grade plan for roadways, utility infrastructure and stormwater system generally depicting infrastructure that may be shared between phases (stormwater systems, roads, etc). Such plans shall permit phased construction of such improvements in advance of future phases of development at the Owners election, subject to approval by the City Manager.

~~(I) Fee Waivers. In consideration of the significant economic benefit of the Annexed Property to the City, the City shall waive comprehensive plan amendment, rezoning, master plan, and site plan application fees for projects within the Annexed Property for two (2) years after the Effective Date of this Agreement. The City shall also waive subdivision platting application fees for two (2) years after the Effective Date of this Agreement.~~

(J) Agriculture Exemption: Portions of the Annexed Property presently qualify for a statutory agricultural exemption. So long as the Annexed Property maintains and satisfies the statutory requirements, the City shall agree and acknowledge that portions of the Annexed Property may continue with its present agricultural and silviculture uses to maintain such qualifications.

(K) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has

complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain.

~~(KL)~~ Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida (“District”), pursuant to Chapter 190, Florida Statutes, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to state law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction affecting the District to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it shall, in good faith, assist the Owners, at the Owner’s sole discretion, to amend the District’s existing boundaries and establish an additional community development district governing that portion of the Annexed Property west of John Anderson Highway which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, F.S. including but not limited to, any transportation improvements that may be required by this Agreement or other development orders.

~~(LM)~~ Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purpose. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits. All silviculture activities shall continue to comply with all federal and state requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

~~(MN)~~ Miscellaneous: Owners will be permitted to conduct marketing and sales events on the Annexed Property on an ongoing basis without further approval in a manner not inconsistent with City Code.

Section 45. General Obligations/Commitments of the Parties

(A) The City has reviewed the Approvals affecting the Annexed Property and finds that the Approvals including but not limited to present zoning classification and development agreement are consistent with the City’s comprehensive plan. Moreover, the City Staff has generally evaluated the suitability to amend the Approvals affecting the Annexed Property for development of a mixed use community including but not limited to residential uses (single-family and multi-family), office, retail, commercial, a marina and open space areas as generally depicted on the Conceptual Plan (**Exhibit “D”**). The City Staff and Commission generally concur that the Annexed Property is suitable for development as a multi-use, master planned community as depicted on the Conceptual Plan, and that such development can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City’s residents. The City and Owners agree that a golf course, as provided in the Approvals, is not an appropriate use of the Annexed Property for various reasons including environmental impacts from pesticides or herbicides to the surrounding lands.

(B) Notwithstanding the above, the Parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments or rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City’s only obligation with respect to Comprehensive Plan amendments and rezoning requests is to timely process the Owners’ applications expeditiously, consider all evidence presented in support of and in opposition to the applications, and make decisions to approve or deny the applications based upon the legal standards that govern such applications.

(C) The City agrees that all concurrency requirements related to the Annexed Property are vested by the Approvals, as may be amended and reviewed in accordance with Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.

(D) The City agrees that, if requested by the Owners, their affiliates or designees, it will promptly process for City Commission the consideration to annex other lands of Owners or their affiliates consistent with the terms of this Agreement and State law.

(E) The City agrees that, subsequent to annexation, the City shall accept all preliminary plats, site plans, construction drawings and final plats presently approved by the County (collectively, the “Plats”). The City shall timely make inspection during the completion of construction provided for in the Plats and not impose new or additional comments or requirements that may be typically required by the City. The City shall honor, accept, and approve the development as provided in the Plats and previously approved construction plans consistent with County rules and regulations even if such portions might be inconsistent with the City’s rules and regulations. Notwithstanding, the parties may by mutual agreement amend any Flagler County development order affecting the Annexed Property.

Section 56. De-annexation/Contraction. Any potential proposed de-annexation(s) or contractions of (i) the Annexed Property or (ii) any part or parts of the Annexed Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of (i) litigation brought by any third party or other governmental entity including, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or (ii) any termination of this Agreement under Sections 12(B) or (C), the City agrees, in good faith, to cooperate in any de-annexation or contraction to remove the Annexed Property from the City within sixty (60) days of Declarant’s written request and permit the Owners to terminate this Agreement.

Section 67. Duty To Cooperate/Comprehensive Plan Amendment, etc.

(A) The City and the Owners agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Annexed Property. The good faith cooperation by the City and the Owners shall extend to the acquisition by the Owners of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Annexed Property in accordance with all applicable land use, zoning, land development, building and construction regulations.

(B) The City will consider the adoption of a Comprehensive Plan Amendment contemplated by this Agreement, and the Owners will cooperate with the City by providing the

City with all requested data and analysis to include the Annexed Property in the City Comprehensive Plan. The City shall promptly consider the proposed Comprehensive Plan Amendment and, if approved, immediately transmit the adopted Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO). Upon the FDEO's review, the City shall work in good faith with the Owners to address any questions or concerns raised by the FDEO prior to the City's final adoption.

Section 78. Limitation of Funding Obligations. Except as provided in Section 4 of this Agreement, the City shall have no obligation to Owners to fund any public facilities or infrastructure within the Annexed Property. Rather, the City shall have a good faith obligation to provide off-site Services and infrastructure necessary to develop the Annexed Property consistent with the Approvals and their intended amendments.

Section 89. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 94. Remedies. Nothing in this Agreement shall be construed to limit the right of either the Owners or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a Party's non-performance under this Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement.

Section 104. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective designated representatives, successors and assigns as provided in Section 15. In the event that a party files an action in court relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties responsive pleadings are filed.

Section 112. Effectiveness of Agreement

(A) This Agreement shall serve as an annexation petition upon execution by the Owners, which may be relied on by the City in accordance with the terms of this Agreement upon the Owners' execution of the Agreement but shall become effective as an agreement between the Owners and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Annexed Property, both within 30 days of the date that Owners have executed this Agreement, then the petition for annexation may be revoked by the Owners and, upon demand, the City shall immediately release and deliver the Annexation Petition to the Owners, and the City shall record, at the City's expense, a Notice of

Termination of this Agreement and any pending annexation petition for the Annexed Property in the Public Records of Flagler County, Florida. Upon annexation and receipt of a request by Owners, the City shall expeditiously process a Comprehensive Plan Amendment and Rezoning.

(B) Notwithstanding any other provisions of this Agreement, the Owners may, at its sole discretion, terminate this Agreement by notifying the City, in writing, of such termination within thirty (30) days following a legal challenge to the annexation of the Annexed Property filed by any third parties, including, but not limited to, Flagler County, Florida.

(C) To the extent allowed by law and notwithstanding any other provisions of this Agreement, if the Comprehensive Plan Amendment and anticipated Rezoning for the Annexed Property have not been adopted, approved and finalized, with all applicable appeal periods having expired within sixty (60) days following the Effective Date of this Agreement (the "Condition Subsequent"), (i) this Agreement, and any annexation pursuant thereto, shall become null and void and of no further force and effect, unless prior to such date Owners have delivered to the City a written notice expressly waiving or extending the Condition Subsequent; and (ii) the City shall immediately consider the request to de-annex the Annexed Property from the City as provided herein and by state law.

~~Section 13. Indemnification. City agrees to indemnify the Owners from any and all damages arising from the negligent acts or omissions of City or its officers, employees or agents under and pursuant to this Agreement but in no case shall it waive its sovereign immunity rights pursuant to Section 768.28, F.S. Owners agree to indemnify the City from any and all damages arising from the negligent acts or omissions of Owners or their officers, employees or agents under and pursuant to this Agreement but limited to the extent of liability of Owners.~~

Section 124. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 135. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective assignees and successors in interest.

Section 146. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.

Section 157. Binding Effect. Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 168. Recording. Within five (5) business days after the approval of this Agreement by the City and the Owners' execution of this Agreement, the City shall, at its sole cost

and expense, record a fully executed copy of this Agreement in the Public Records of Flagler County, Florida.

Section 179. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida and Orlando Middle District for federal actions.

Section 1820. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Annexed Property in accordance with the terms and conditions hereof, except where required by law.

Section 1921. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owners, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

Section 202. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, terms, or restriction existing at the time of execution of this Agreement shall not relieve Owners of the necessity of complying with the law governing said permitting requirement, condition, terms, or restriction.

Section 213. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 224. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. If an exhibit is inconsistent with any term of this Agreement, such term(s) of this Agreement shall govern and take priority.

Section 235. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Annexed Property, and all parts and parcels thereof, and this Agreement shall be binding upon the inure to

the benefit of both the City and the Owners and their assigns and successors in interest to the said Annexed Property, and all parts and parcels thereof.

Section 246. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 257. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street
Flagler Beach, FL 32136

To the Owners: Palm Coast Intracoastal, LLC
3129 Springbank Lane
Charlotte, NC 28226

Veranda Bay Investments, LLC
3129 Springbank Lane
Charlotte, NC 28226

Highway 100 Commercial, LLC
800 North Highland Ave, Suite 200
Orlando, FL 32803

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Section 268. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein. Specifically, the parties agree that any and all obligations of the Owners as

provided in the Settlement Agreement, recorded at Official Records Book 1560, Page 471 et seq and Interlocal agreement, recorded at Official Records Book 2129, Page 1549 et seq, are void and unenforceable against the Owners or their respective successors and assigns.

| **Section 279. Modification.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

| **Section 2830. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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INTENTIONALLY LEFT BLANK**

WHEREFORE, the Parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF FLAGLER BEACH

City Clerk

City Manager

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by _____ as City Manager of the City of Flagler Beach, on its behalf, and who is personally known to me on this ____ day of _____, 2024.

NOTARY

For the use and reliance of the City of Flagler Beach only. Approved as to form and Legal sufficiency.

City Attorney

WITNESSES

**PALM COAST INTRACOASTAL, LLC, a
Florida limited liability company**

Print Name: _____

By: _____

William G. Allen Jr., Manager

Address: _____

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by William G. Allen Jr., as Manager of Palm Coast Intracoastal, LLC and who is personally known to me on this ____ day of _____, 2024.

NOTARY

WITNESSES

**VERANDA BAY INVESTMENTS, LLC, a
Florida limited liability company**

Print Name: _____

By: _____

William G. Allen Sr., Manager

Address: _____

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by William G. Allen Sr., as Manager of Veranda Bay Investments, LLC and who is personally known to me on this ____ day of _____, 2024.

NOTARY

WITNESSES

**HIGHWAY 100 COMMERCIAL, LLC, a
Florida limited liability company**

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____
**Michelle Chira, Trustee of the Michelle
Chira Revocable Trust, Manager**

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC and who is personally known to me on this ____ day of _____, 2024.

NOTARY

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City’s website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 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 A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Orders annexes into the City by voluntary annexation approximately 899.09 acres of land.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

**ORDINANCE 2024-19
VERANDA BAY COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PAN 24-0002**

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.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and General Commercial (City of Flagler Beach Designations); and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City’s Local Planning Agency, considered the proposed map amendments at public hearing on September 3, 2024, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on September 17, 2024, and December 12, 2024, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth

in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED 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. FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for 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 amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and General Commercial (City of Flagler Beach Designations).

SECTION 3. LIMITING POLICY. The Comprehensive Plan amendment adopted by this Ordinance shall include the following limiting policy:

Objective A.1.11 -- Veranda Bay Planning Area

Encourage the responsible development of the Veranda Bay Planning Area which has significant economic benefit to the City of Flagler Beach, while requiring the reasonable protection of the quality of life for the City’s residents and it surrounding infrastructure.

Policy A.1.11.1 -- Without limiting the mix of density and intensity, it is anticipated that development in the Veranda Bay Planning Area will not exceed 2,200 residential dwelling units

and 650,000 square feet of commercial use but in no case shall the development exceed 3,749 peak PM gross trips.

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

SECTION 5. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 6. 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 7. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 17th day of September 2024.

ADOPTED on second reading after due public notice and public hearing this 12th day of December 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"

SUBJECT PROPERTY

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 18°15'00" WEST, A DISTANCE OF 2,087.53

FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE NORTH 88°47'52" EAST, A DISTANCE OF 710.35 FEET TO A POINT ON THE WEST LINE OF SECTION 13-12-31; THENCE ALONG SAID WEST SECTION LINE NORTH 01°13'40" WEST, A DISTANCE OF 661.23 FEET TO A POINT ON THE NORTH LINE OF SECTION 13-21-31; THENCE ALONG SAID NORTH SECTION LINE NORTH 88°36'18" EAST, A DISTANCE OF 1,890.40 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: SOUTH 13°59'25" EAST, A DISTANCE OF 2,750.14 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1,265.83 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVER CREEK, SOUTH 03°54'35" WEST, A DISTANCE OF 148.38 FEET; THENCE SOUTH 19°27'08" EAST, A DISTANCE OF 643.95 FEET; THENCE SOUTH 68°38'53" EAST, A DISTANCE OF 113.53 FEET TO A POINT ON THE AFORESAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 647.80 FEET; THENCE DEPARTING SAID RIGHT OF WAY SOUTH 69°10'09" WEST, A DISTANCE OF 2,520.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: NORTH 40°21'41" WEST, A DISTANCE OF 74.31 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,095.28 FEET, A CENTRAL ANGLE OF 22°09'21" AND A CHORD DISTANCE OF 421.29 FEET WHICH BEARS NORTH 29°14'17" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 423.92 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 3,184.44 FEET TO THE POINT OF BEGINNING.

FORMERLY KNOWN AS GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACTS PL-2 AND PL-3, OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

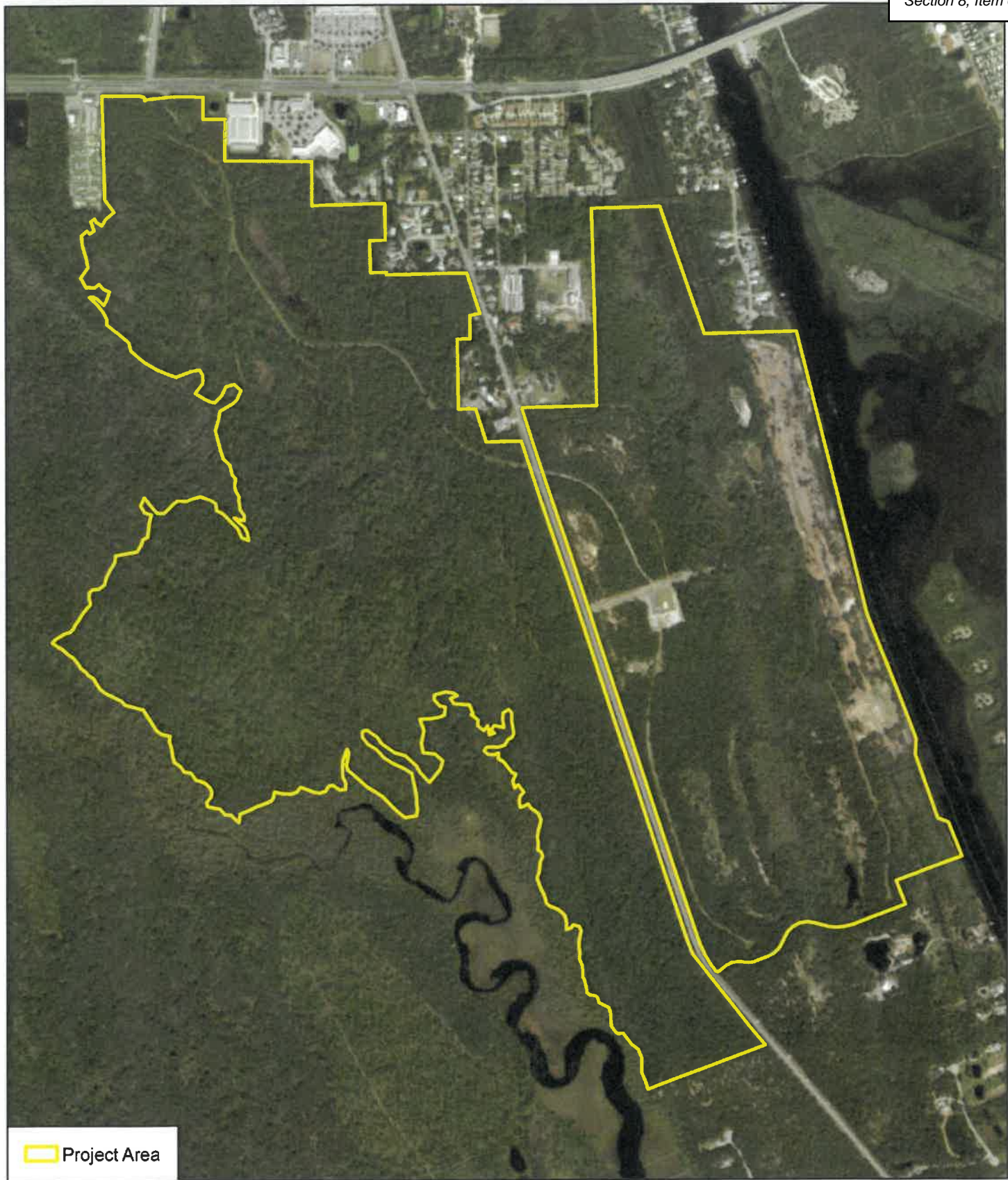
COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”



 Project Area

Image Source: ESRI 2022
Date: 5-23-24

0 400 800
Feet



Aerial Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECO.COM
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201 Basque Rd | St. Augustine, FL 32084

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler - Legal
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

12/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/01/2024

Keegan Donovan

Legal Clerk

Kaitlyn Felty

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost: \$1412.24
Tax Amount: \$0.00
Payment Cost: \$1412.24
Order No: 10803312 # of Copies:
Customer No: 464924 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2024-18
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.

The City Commission proposes to adopt Ordinance No. 2024-19
Entitled:

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.

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:

2ND READING: CITY COMMISSION: THURSDAY, DECEMBER 12, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

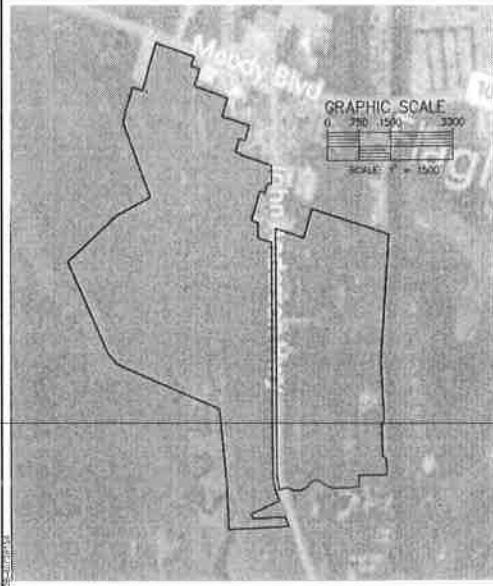
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City’s website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance assigns City Comprehensive Plan Future Land Use Map Designations of Low Density Residential and Commercial within the 899.09 acres of land described in the Ordinance. The Ordinance serves the necessary function of assigning City Comprehensive Plan land use designations to the property upon annexation into the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

December 6, 2024

The Honorable Patti King
Mayor, City of Flagler Beach
105 South 2nd Street
P.O. Box 70
Flagler Beach, Florida 32136

Dear Mayor King:

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Flagler Beach (Amendment No. 24-01DRI), which was received on September 27, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

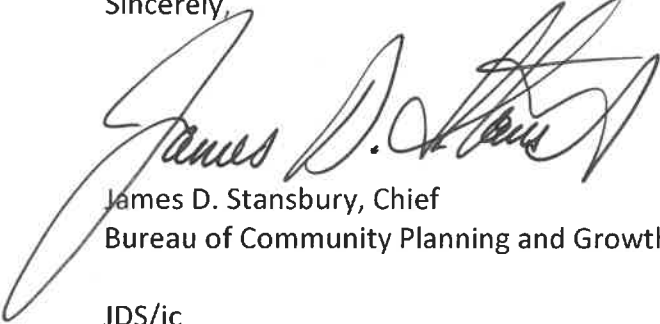
The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the City to address the objection. If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Lupita McClenning, City Planner, City of Flagler Beach
Elizabeth Payne, AICP, Chief Executive Officer, Northeast Florida Regional Council

**Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Flagler Beach 24-01DRI**

FloridaCommerce has identified an objection regarding the City of Flagler Beach’s proposed comprehensive plan amendment. The objection is provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection.

Objection 1: Public Facilities

The proposed amendment is not supported with adequate data and analysis to demonstrate that the public facility improvements needed for the land uses allowed by the proposed amendment on the amendment site have been identified and that the improvements have been included in the Comprehensive Plan and have been adequately planned for as required in section 163.3177(1)(f)1., Florida Statutes (F.S.). The amendment is not based upon surveys, studies, and data regarding the amendment site, including the availability of water supplies, public facilities, transportation infrastructure, and services as required in sections 163.3177(6)(a)2.d., (6)(a)3.e., 163.3177(6)(a)8., (6)(b)1.a., b., d., e., and (6)(c), F.S.

The Capital Improvements Element was not updated to reflect any needed public facilities improvements. Furthermore, if the City is relying on executed developer’s agreement(s) to provide the necessary facilities, they were not included in the data and analysis supporting the comprehensive plan amendment and were not included as part of an amendment to the Capital Improvements Element to recognize the planned improvements.

Stormwater and Drainage: The proposed amendment does not establish meaningful and predictable standards for the use and development of land. The amendment is not supported with accurate data and analysis of how stormwater flows will affect the proposed development and local hydrology. The amendment also does not demonstrate how the stormwater will be best directed or re-used and reflect these plans in the Comprehensive Plan.

Potable Water and Sanitary Sewer: The data and analysis did not adequately identify the necessary improvements to the public facilities (potable water and sanitary sewer) in the short-term or long-term and did not include these necessary improvements in the Comprehensive Plan identifying them as short-term or long-term projects within the Capital Improvements Element.

School Facilities: The data and analysis for public school facilities identifies the number of students projected to be generated by the proposed development, but does not address current or future capacity for the School District to accommodate these students.

Transportation: The data and analysis provided did not adequately identify all potentially impacted roadways and thoroughfares for the short- and long-term planning horizons. As such, the amendment is not supported with adequate data and analysis regarding transportation impacts attributable to the proposed development or future development within the scope of the TIA provided. Any improvements necessary to maintain LOS standards for all impacted roadways have not been identified as short-term or long-term projects within the Capital Improvements Element. Additionally, the Future Transportation Map was not proposed to be updated to reflect any needed roadway improvements. There was also no demonstration of coordination with any applicable transportation authority, Florida Transportation Plan, or the Florida Department of Transportation's (FDOT) adopted work program.

Statutory Authority: Sections 163.3177(1)(f), 163.3177(2), 163.3177(3), 163.3177(6)(a), 163.3177(6)(b), 163.3177(6)(c), 163.3184(4), F.S.

Recommendations: Should the City proceed in adopting the amendment, the City must support the proposed amendment with adequate data and analysis to demonstrate that the public facility improvements needed for the land uses allowed by the proposed amendment on the amendment site have been identified. These improvements must be included in the Comprehensive Plan and adequately planned for. The amendment must be based upon surveys, studies and data regarding the amendment site, including the availability of water supplies, public facilities, and services.

Stormwater and Drainage: Pursuant to section 163.3177(1), F.S., the City must provide further data and analysis regarding the stormwater and run-off that the development will be subject to.

Potable Water and Sanitary Sewer: Prior to adopting the amendment, the City must support the proposed amendment with adequate data and analysis to demonstrate that adequate water supply availability and related facilities are existing or planned to support the development associated with the amendment. This could be demonstrated by (1) updating the City's Water Supply Facilities Work Plan (WSFWP) to address the potable and non-potable water demand and required facilities associated with this amendment, (2) providing an executed developer's agreement to ensure development of the Water Treatment Facility, Wastewater Treatment Facility, and their distribution facilities, or (3) adoption of site-specific Comprehensive Plan policies that accomplish the same. To accommodate the amendment's projected water demand, the City must ensure that the adopted amendment addresses the following:

- a. Schedule of obtaining a new or modified consumptive use permit (CUP)
- b. Projected water supply source(s) and amount(s) for any new or modified CUP
- c. Schedule and capacity of the new Water Treatment Facility and any other potable water supply infrastructure improvements

- d. Schedule and capacity of the new Waste Water Treatment Facility and any other non-potable water supply infrastructure improvements
- e. The City's and developer's commitments to fund potable and non-potable water supply infrastructure projects
- f. Update the Capital Improvements or Infrastructure elements, including the Capital Improvements Schedule, to include the City's and developer's commitments to fund proposed WTF and WWTF improvements related to the amendment

Further, in accordance with section 163.3177(6)(c)4, F.S., the City is required to adopt an updated WSFWP and related comprehensive plan amendment within 18 months of approval.

School Facilities: Prior to adopting the amendment, the City must demonstrate sufficient capacity within schools impacted by the proposed development has been planned for.

Transportation: Pursuant to section 163.3177(6)(b)(e), F.S. the City must provide further data and analysis regarding the impacts to transportation facilities resulting from the development associated with the amendment. The proposed amendment package includes data and analysis identifying that several road segments are projected to operate over capacity through the future year 2035 scenario given current conditions. The City of Flagler Beach must coordinate with FDOT regarding ways to mitigate potential impacts of the proposed development to identified roadways in proximity to the proposed amendment. The City must demonstrate sufficient planning to maintain LOS standards on impacted roadways by incorporating the short- and long-term improvements within the Capital Improvements Element and on the Long Term Transportation Map as supported with data and analysis.

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR STATE COORDINATED REVIEW**

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

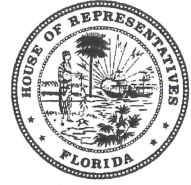


KATHLEEN PASSIDOMO
President of the Senate

**THE FLORIDA LEGISLATURE
RECEIVED**

OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH

FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE SECRETARY



PAUL RENNER
Speaker of the House of Representatives

June 19, 2024

J. Alex Kelly, Secretary
Florida Department of Commerce
Caldwell Building
107 E. Madison Street
Tallahassee, FL 32399-4120

Dear Secretary Kelly:

As required by s. 380.0651 (3)(a), Florida Statutes, enclosed is the 2023 report displaying the list of jurisdictions that meet the population and density criteria related to exemptions for dense urban land areas. Please note that this listing does not address the urban service area criteria.

This year, the Legislative Office of Economic and Demographic Research calculated the population and density criteria using 2023 land area data from the U.S. Department of Commerce, U.S. Census Bureau, and the latest available population estimates (April 1, 2023) determined pursuant to s. 186.901, F.S. In addition, our office included reported annexations or contractions in order to determine the population density using new jurisdictional boundaries as recorded in accordance with s. 171.091, F.S.

As compared to last year's report for Criteria A, one jurisdiction has been added to the list for the first time and two jurisdictions were removed from the list. Also, there were no jurisdictional changes for Criteria B, C, or D.

Action	Criteria			
	A	B	C	D
Added	Panama City Beach	No Change	No Change	No Change
Removed	Fort Myers Beach South Bay	No Change	No Change	No Change

Please let us know if you have any questions regarding the attached report.

Sincerely,

Amy J. Baker
Coordinator

cc: Kathleen Passidomo, President, Florida Senate
Paul Renner, Speaker, Florida House of Representatives

Jurisdictions that Meet the Population and Density Criteria
 Related to Exemptions for Dense Urban Land Areas as per s. 380.0651 (3)(a), F.S.

A -
 Municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000

- Altamonte Springs
- Apopka
- Arcadia
- Atlantic Beach
- Auburndale
- Aventura
- Bay Harbor Islands
- Belle Glade
- Belle Isle
- Bellevue
- Boca Raton
- Bonita Springs
- Boynton Beach
- Bradenton
- Callaway
- Cape Canaveral
- Cape Coral
- Casselberry
- Clearwater
- Clermont
- Clewiston
- Cocoa
- Cocoa Beach
- Coconut Creek
- Cooper City
- Coral Gables
- Coral Springs
- Crestview
- Cutler Bay
- Dade City
- Dania Beach
- Davenport
- Davie
- Daytona Beach
- Daytona Beach Shores
- DeBary
- Deerfield Beach
- DeLand
- Delray Beach
- Deltona
- Destin
- Doral
- Dunedin
- Estero
- Eustis
- Fernandina Beach
- Flagler Beach (total)
- Florida City
- Fort Lauderdale
- Fort Myers
- Fort Pierce
- Fort Walton Beach
- Fruitland Park
- Gainesville
- Green Cove Springs
- Greenacres
- Groveland
- Gulf Breeze
- Gulfport
- Haines City
- Hallandale Beach
- Hialeah
- Hialeah Gardens
- Holly Hill
- Hollywood
- Homestead
- Indian Harbour Beach
- Islamorada, Village of Islands
- Jacksonville
- Jacksonville Beach

B -
 County, including the municipalities located in the county, that has an average of at least 1,000 people per square mile of land area

Broward County

- Coconut Creek
- Cooper City
- Coral Springs
- Dania Beach
- Davie
- Deerfield Beach
- Fort Lauderdale
- Hallandale Beach
- Hillsboro Beach
- Hollywood
- Lauderdale-by-the-Sea
- Lauderdale Lakes
- Lauderhill
- Lazy Lake
- Lighthouse Point
- Margate
- Miramar
- North Lauderdale
- Oakland Park
- Parkland
- Pembroke Park
- Pembroke Pines
- Plantation
- Pompano Beach
- Sea Ranch Lakes
- Southwest Ranches
- Sunrise
- Tamarac
- Weston
- West Park
- Wilton Manors

Duval County

- Atlantic Beach
- Baldwin
- Jacksonville
- Jacksonville Beach
- Neptune Beach

Hillsborough County

- Plant City
- Tampa
- Temple Terrace

Lee County

- Bonita Springs
- Cape Coral
- Estero
- Fort Myers
- Fort Myers Beach
- Sanibel

Miami-Dade County

- Aventura
- Bal Harbour
- Bay Harbor Islands
- Biscayne Park
- Coral Gables
- Cutler Bay
- Doral
- El Portal
- Florida City
- Golden Beach
- Hialeah
- Hialeah Gardens
- Homestead
- Indian Creek
- Key Biscayne
- Medley
- Miami
- Miami Beach
- Miami Gardens
- Miami Lakes

C -
 County, including the municipalities located therein, which has a population of at least 900,000, that has an average of at least 1,000 people per square mile of land area

Broward County

- Coconut Creek
- Cooper City
- Coral Springs
- Dania Beach
- Davie
- Deerfield Beach
- Fort Lauderdale
- Hallandale Beach
- Hillsboro Beach
- Hollywood
- Lauderdale-by-the-Sea
- Lauderdale Lakes
- Lauderhill
- Lazy Lake
- Lighthouse Point
- Margate
- Miramar
- North Lauderdale
- Oakland Park
- Parkland
- Pembroke Park
- Pembroke Pines
- Plantation
- Pompano Beach
- Sea Ranch Lakes
- Southwest Ranches
- Sunrise
- Tamarac
- Weston
- West Park
- Wilton Manors

Duval County

- Atlantic Beach
- Baldwin
- Jacksonville
- Jacksonville Beach
- Neptune Beach

Hillsborough County

- Plant City
- Tampa
- Temple Terrace

Miami-Dade County

- Aventura
- Bal Harbour
- Bay Harbor Islands
- Biscayne Park
- Coral Gables
- Cutler Bay
- Doral
- El Portal
- Florida City
- Golden Beach
- Hialeah
- Hialeah Gardens
- Homestead
- Indian Creek
- Key Biscayne
- Medley
- Miami
- Miami Beach
- Miami Gardens
- Miami Lakes
- Miami Shores
- Miami Springs
- North Bay Village
- North Miami
- North Miami Beach
- Opa-locka
- Palmetto Bay

D -
 County, including the municipalities located therein, which has a population of at least 1 million

Broward County

- Coconut Creek
- Cooper City
- Coral Springs
- Dania Beach
- Davie
- Deerfield Beach
- Fort Lauderdale
- Hallandale Beach
- Hillsboro Beach
- Hollywood
- Lauderdale-by-the-Sea
- Lauderdale Lakes
- Lauderhill
- Lazy Lake
- Lighthouse Point
- Margate
- Miramar
- North Lauderdale
- Oakland Park
- Parkland
- Pembroke Park
- Pembroke Pines
- Plantation
- Pompano Beach
- Sea Ranch Lakes
- Southwest Ranches
- Sunrise
- Tamarac
- Weston
- West Park
- Wilton Manors

Duval County

- Atlantic Beach
- Baldwin
- Jacksonville
- Jacksonville Beach
- Neptune Beach

Hillsborough County

- Plant City
- Tampa
- Temple Terrace

Miami-Dade County

- Aventura
- Bal Harbour
- Bay Harbor Islands
- Biscayne Park
- Coral Gables
- Cutler Bay
- Doral
- El Portal
- Florida City
- Golden Beach
- Hialeah
- Hialeah Gardens
- Homestead
- Indian Creek
- Key Biscayne
- Medley
- Miami
- Miami Beach
- Miami Gardens
- Miami Lakes
- Miami Shores
- Miami Springs
- North Bay Village
- North Miami
- North Miami Beach
- Opa-locka
- Palmetto Bay

Jurisdictions that Meet the Population and Density Criteria
 Related to Exemptions for Dense Urban Land Areas as per s. 380.0651 (3)(a), F.S.

A -
 Municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000

- Jupiter
- Kenneth City
- Key Biscayne
- Key West
- Kissimmee
- Lady Lake
- Lake Mary
- Lake Park
- Lake Worth Beach
- Lakeland
- Lantana
- Largo
- Lauderdale-by-the-Sea
- Lauderdale Lakes
- Lauderhill
- Lighthouse Point
- Longboat Key (total)
- Longwood
- Lynn Haven
- Macclenny
- Maitland
- Marathon
- Marco Island
- Margate
- Melbourne
- Miami
- Miami Beach
- Miami Gardens
- Miami Lakes
- Miami Shores
- Miami Springs
- Milton
- Minneola
- Miramar
- Mount Dora
- Naples
- Neptune Beach
- New Port Richey
- Niceville
- North Bay Village
- North Lauderdale
- North Miami
- North Miami Beach
- North Palm Beach
- Oakland
- Oakland Park
- Ocala
- Ocoee
- Okeechobee
- Oldsmar
- Opa-locka
- Orange City
- Orange Park
- Orlando
- Ormond Beach
- Oviedo
- Pahokee
- Palatka
- Palm Bay
- Palm Beach
- Palm Beach Gardens
- Palm Coast
- Palm Springs
- Palmetto
- Palmetto Bay
- Panama City
- Panama City Beach
- Parkland
- Pembroke Park
- Pembroke Pines

B -
 County, including the municipalities located in the county, that has an average of at least 1,000 people per square mile of land area

- Miami Shores
- Miami Springs
- North Bay Village
- North Miami
- North Miami Beach
- Opa-locka
- Palmetto Bay
- Pinecrest
- South Miami
- Sunny Isles Beach
- Surfside
- Sweetwater
- Virginia Gardens
- West Miami

Orange County

- Apopka
- Bay Lake
- Belle Isle
- Eatonville
- Edgewood
- Lake Buena Vista
- Maitland
- Oakland
- Ocoee
- Orlando
- Windermere
- Winter Garden
- Winter Park

Pinellas County

- Belleair
- Belleair Beach
- Belleair Bluffs
- Belleair Shore
- Clearwater
- Dunedin
- Gulfport
- Indian Rocks Beach
- Indian Shores
- Kenneth City
- Largo
- Madeira Beach
- North Redington Beach
- Oldsmar
- Pinellas Park
- Redington Beach
- Redington Shores
- Safety Harbor
- St. Pete Beach
- St. Petersburg
- Seminole
- South Pasadena
- Tarpon Springs
- Treasure Island

Seminole County

- Altamonte Springs
- Casselberry
- Lake Mary
- Longwood
- Oviedo
- Sanford
- Winter Springs

Criterion B:
 Added in the 2023 Report
 N/A

Last Year Meeting the Criteria
 N/A

C -
 County, including the municipalities located therein, which has a population of at least 900,000, that has an average of at least 1,000 people per square mile of land area

- Pinecrest
- South Miami
- Sunny Isles Beach
- Surfside
- Sweetwater
- Virginia Gardens
- West Miami

Orange County

- Apopka
- Bay Lake
- Belle Isle
- Eatonville
- Edgewood
- Lake Buena Vista
- Maitland
- Oakland
- Ocoee
- Orlando
- Windermere
- Winter Garden
- Winter Park

Pinellas County

- Belleair
- Belleair Beach
- Belleair Bluffs
- Belleair Shore
- Clearwater
- Dunedin
- Gulfport
- Indian Rocks Beach
- Indian Shores
- Kenneth City
- Largo
- Madeira Beach
- North Redington Beach
- Oldsmar
- Pinellas Park
- Redington Beach
- Redington Shores
- Safety Harbor
- St. Pete Beach
- St. Petersburg
- Seminole
- South Pasadena
- Tarpon Springs
- Treasure Island

Criterion C:
 Added in the 2023 Report
 N/A

Last Year Meeting the Criteria
 N/A

D -
 County, including the municipalities located therein, which has a population of at least 1 million

- Pinecrest
- South Miami
- Sunny Isles Beach
- Surfside
- Sweetwater
- Virginia Gardens
- West Miami

Orange County

- Apopka
- Bay Lake
- Belle Isle
- Eatonville
- Edgewood
- Lake Buena Vista
- Maitland
- Oakland
- Ocoee
- Orlando
- Windermere
- Winter Garden
- Winter Park

Palm Beach County

- Atlantis
- Belle Glade
- Boca Raton
- Boynton Beach
- Briny Breezes
- Cloud Lake
- Delray Beach
- Glen Ridge
- Golf
- Greenacres
- Gulf Stream
- Haverhill
- Highland Beach
- Hypoluxo
- Juno Beach
- Jupiter
- Jupiter Inlet Colony
- Lake Clarke Shores
- Lake Park
- Lake Worth Beach
- Lantana
- Loxahatchee Groves
- Manalapan
- Mangonia Park
- North Palm Beach
- Ocean Ridge
- Pahokee
- Palm Beach
- Palm Beach Gardens
- Palm Beach Shores
- Palm Springs
- Riviera Beach
- Royal Palm Beach
- South Bay
- South Palm Beach
- Tequesta
- Wellington
- Westlake
- West Palm Beach

Criterion D:
 Added in the 2023 Report
 N/A

Last Year Meeting the Criteria
 N/A

Jurisdictions that Meet the Population and Density Criteria
 Related to Exemptions for Dense Urban Land Areas as per s. 380.0651 (3)(a), F.S.

A - Municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000
Pensacola
Pincrest
Pinellas Park
Plant City
Plantation
Pompano Beach
Port Orange
Port St. Lucie
Punta Gorda
Riviera Beach
Rockledge
Royal Palm Beach
Safety Harbor
St. Augustine
St. Augustine Beach
St. Cloud
St. Pete Beach
St. Petersburg
Sanford
Sarasota
Satellite Beach
Sebastian
Sebring
Seminole
South Daytona
South Miami
South Pasadena
Springfield
Stuart
Sunny Isles Beach
Sunrise
Surfside
Sweetwater
Tallahassee
Tamarac
Tampa
Tarpon Springs
Tavares
Temple Terrace
Tequesta
Titusville
Treasure Island
Venice
Vero Beach
Wellington
West Melbourne
West Miami
West Palm Beach
West Park
Weston
Wilton Manors
Winter Garden
Winter Haven
Winter Park
Winter Springs
Zephyrhills

Criterion A:

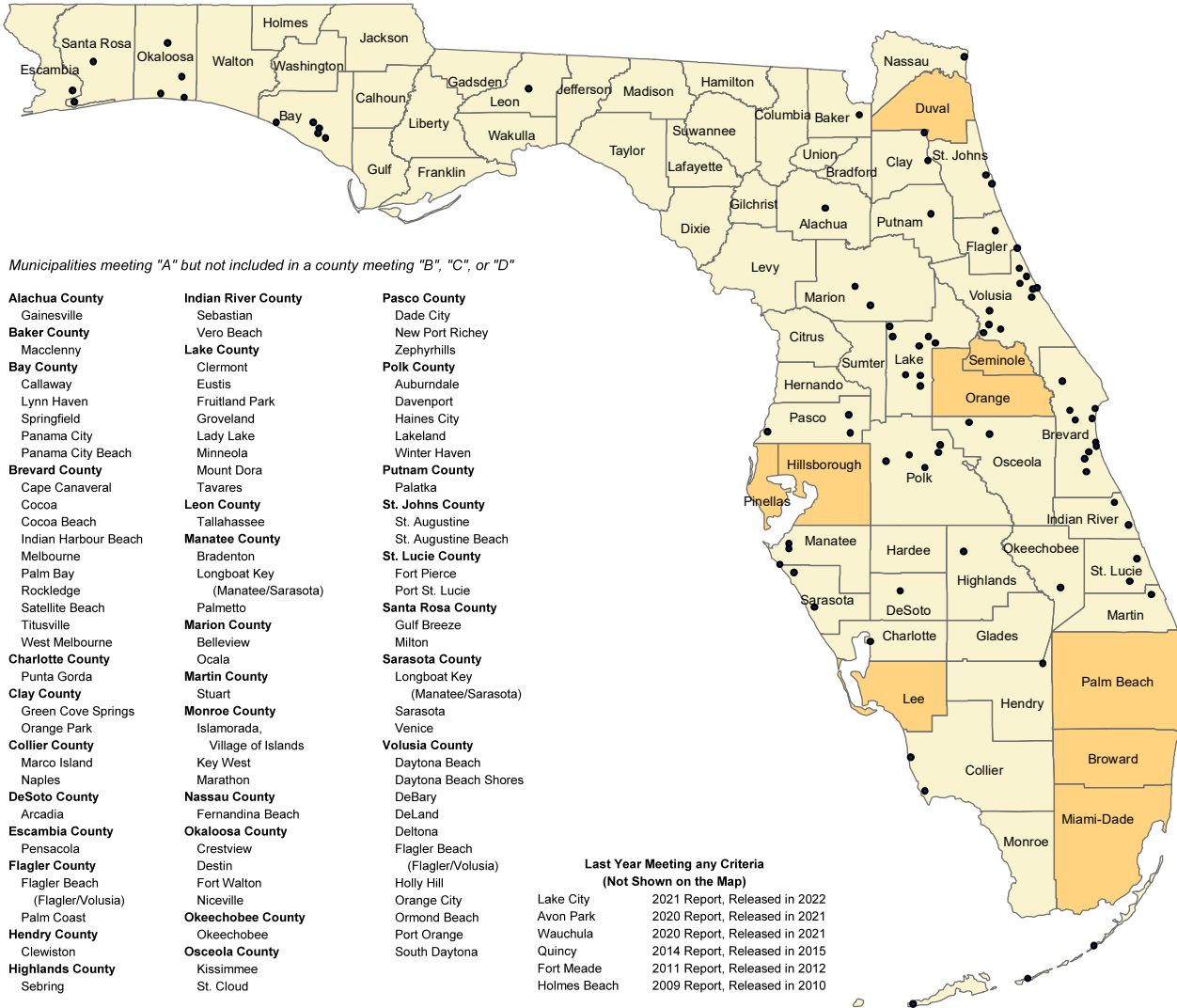
Municipalities Added in the 2023 Report
 Panama City Beach

Last Year Meeting Criteria A

Fort Myers Beach	2022 Report, Released in 2023
South Bay	2022 Report, Released in 2023
Lake City	2021 Report, Released in 2022
Avon Park	2020 Report, Released in 2021
Wauchula	2020 Report, Released in 2021
Quincy	2014 Report, Released in 2015
Fort Meade	2011 Report, Released in 2012
Holmes Beach	2009 Report, Released in 2010

Note: Only municipalities that were incorporated as of April 1, 2023 are included in the table above.
 Prepared by the Legislative Office of Economic and Demographic Research, June 19, 2024.

Jurisdictions that Meet the Population and Density Criteria Related to Exemptions for Dense Urban Land Areas as per s. 380.0651 (3)(a), F.S.



**Last Year Meeting any Criteria
(Not Shown on the Map)**

Lake City	2021 Report, Released in 2022
Avon Park	2020 Report, Released in 2021
Wauchula	2020 Report, Released in 2021
Quincy	2014 Report, Released in 2015
Fort Meade	2011 Report, Released in 2012
Holmes Beach	2009 Report, Released in 2010

Based on 2023 population estimates

- "A" - Municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000
- "B" - County, including the municipalities located in the county, that has an average of at least 1,000 people per square mile of land area
- "C" - County, including the municipalities located therein, which has a population of at least 900,000, that has an average of at least 1,000 people per square mile of land area
- "D" - County, including the municipalities located therein, which has a population of at least 1 million

Florida Legislative Office of
Economic & Demographic Research
111 W. Madison St., Rm. 574
Tallahassee, FL 32399-1400
Phone: 850.487.1402
http://edr.state.fl.us
June 19, 2024



Legend

- Municipalities meeting "A" but not included in a county meeting "B", "C", or "D"
- Counties meeting "B", "C", or "D"



December 5, 2024

Department of Economic Opportunity

State Land Planning Agency

ATTN: James Stansbury, Bureau Chief and Jon Coulter, Plan Processing Administrator

Caldwell Building

107 East Madison-MS 160

Tallahassee, FL 32399-0001

RE: City of Flagler Beach Comprehensive Plan Amendment Package – (COFB Application #PFLUMA-0001) – Veranda Bay FLUM Amendment – Responses to Technical Assistance Comments

Dear Mr. Stansbury and Mr. Coulter:

We are in receipt of the Technical Assistance Comments provided to us by the Florida Department of Transportation (FDOT), and the St. Johns River Water Management District (SJRWMD). The City and the Developer have been actively making good faith efforts to address these issues, and as such, each comment will be reproduced below with the applicable response immediately following the comment.

In response to FDOT comments and subsequent phone conference(s) with FDOT, the City intends to amend the comprehensive plan to include a site-specific limiting policy. This has been incorporated into the proposed ordinance for the comprehensive plan amendment, and limits development within the planning area not exceed 3,749 peak PM gross trips. This limiting policy demonstrates that the trip generation is not adversely impacting the level of service. The EAR for the City’s Capital Improvement Plan (CIP) is to follow. Forthcoming.

Florida Department of Transportation (FDOT)

- 1. On page 195 of the PDF, within Appendix A of the Methodology Statement, it is stated that the methodology statement should be provided to the Department for approval.

Resolution: As was mentioned in the Summary, the Department would like to meet with the City of Flagler Beach to discuss the Methodology Statement for this TIA.

CITY OF FB RESPONSE: A limiting policy has been incorporated which further demonstrates that trip generation is not adversely impacting the level of service which reads as follows:

The Comprehensive Plan amendment adopted by Ordinance 2024-19 shall include the following limiting policy:

Objective A.1.11 -- Veranda Bay Planning Area



Encourage the responsible development of the Veranda Bay Planning Area which has significant economic benefit to the City of Flagler Beach, while requiring the reasonable protection of the quality of life for the City’s residents and it surrounding infrastructure.

Policy A.1.11.1 -- Without limiting the mix of density and intensity, the development in the Veranda Bay Planning Area will not exceed 2,200 residential dwelling units and 650,000 square feet of commercial use and in no case shall the development exceed 3,749 peak PM gross trips.

- 2. In the Application Information section, under 7.5.3, it is stated that: The analysis balanced traffic throughput, prioritization, use and distribution and ensured a comprehensive approach to augment the transportation network. Additionally, this approach meets regulatory standards and advances a responsive transportation strategy.

Resolution: The Department would like the City of Flagler Beach to clarify how the current approach in the Methodology Statement meets these standards.

CITY OF FB RESPONSE: The analysis conducted follows the standard site impact analysis, and is a compilation of the city, County, and FDOT site requirements. All of which was done at the discretion of the City of Flagler Beach to reduce the parameters of the area studied.

- 3. In the Application Information section, under 7.5.2, it is stated that: At the time of the study developed with City of Palm Coast and agreed upon by City of Flagler Beach, the following pertinent developments were included in the transportation model.

Resolution: The Department would like the City of Flagler Beach to clarify the time at which this was decided. Please clarify if Flagler County or the Department were involved in the selection of these developments for the transportation model.

CITY OF FB RESPONSE: On or about May 6, 2024, the City Manager approved the proposed methodology. A Master Development Agreement discusses the density and intensity and as such, the traffic analysis selections were limited as depicted. Applicant also followed the River to Sea guidelines. At the discretion of the City of Flagler Beach, the study area was limited to the scope shown in the report. Moreover, a limiting policy has been incorporated which further demonstrates that trip generation is not adversely impacting the level of service.

- 4. On page 195 of the PDF, within Appendix A of the Methodology Statement of the Traffic Impact Analysis (TIA), in the Intersection Control Evaluation section, the sentence ends without finishing it.

Resolution: Please finish this sentence.



CITY OF FB RESPONSE: Inadvertently, the word “results” was not added. As such, the sentence should read as “The ICE will be developed as a separate document, reviewed, and approved by FDOT, with Flagler Beach informed of the **results.**”

5. Within the amendment package, and in the supporting documentation, references to total acreage differs. The project description within the Methodology Statement of the TIA mentions 553 acres, whereas the amendment package refers to 899 acres or 160/739 acres.

Resolution: The Department would like the City of Flagler Beach to clarify the acreage for this amendment package.

CITY OF FB RESPONSE: Earlier indications of the total acreage was 553 acres, and has since been raised to the 899-acre figure. This change, however, has no impact on the analysis in the traffic report. To clarify, the acreage for this amendment package is 899 acres, and the 553 acres vs 899 acres does not affect the trip generation that has been analyzed.

6. Within the amendment package, there is a reference to 160 acres that are currently being developed as part of this project.

Resolution: The Department would like the City of Flagler Beach to clarify the type of development that is already occurring for the 160 acres and if these impacts are being included within the TIA.

CITY OF FB RESPONSE: The 160-acre area is subject to a Planned Unit Development (PUD) Agreement, which consists of a mixed-use residential development. Additionally, these impacts are included in the traffic analysis report.

7. Within the methodology statement for the TIA, there are roadway segments that the Department believes may be beneficial to add to the analysis.

Resolution: The Department would like the City of Flagler Beach to clarify the reasoning for why the segments in the TIA were selected. For context, Appendix A of this review letter notes all the segments within three 3 miles of the proposed development.

CITY OF FB RESPONSE: The segments in the TIA that were selected based on the understanding that FDOT was handling issues involving certain major intersections. With that said, the analysis began as a 3-mile review when the project involved the City of Palm Coast. However, when the project transitioned to the City of Flagler Beach, it was decided by the city that with an accompanying Master Development Agreement, these limits were not necessary. Moreover, the inclusion of the limiting policy further demonstrates that trip generation is not adversely impacting the level of service.



8. Within the Appendices of the amendment package, there were several out of place pages, or extra material provided. For example, the TIA looks to be provided three times in the appendices and on pages 516-518 of the PDF, there are pages related to the Water Demand that do not look to be related to any appendix.

Resolution: Please review the appendices for these additional pages and remove them before submitting again to the Department.

CITY OF FB RESPONSE: In transmission from city to state, certain pages may have been reorganized from the original state of the TIA package. The package will be reviewed and corrected.

9. Within the Attachments of the TIA, there was information added that's related to SR A1A. This roadway was not included as part of the study area for the TIA.

Resolution: Please clarify why the Project Information Sheet for SR A1A was included as Attachment D in the Traffic Impact Analysis.

CITY OF FB RESPONSE: From discussions FDOT, it was communicated that improvements were being done at SR A1A by FDOT, and therefore, were not needed to be included in the analysis. The information sheet is included for clarification purposes.

10. In Section 10 of the Methodology Statement for the TIA, Attachment A, it notes that any mitigation strategies and proportionate share calculations will only be based on if the adverse effects are from the proposed development itself.

Resolution: The Department would like to note that any findings from the TIA are preliminary as the Methodology Statement for the TIA has not been reviewed.

CITY OF FB RESPONSE: This had been discussed and coordinated at a cursory level with FDOT and pursuant to F.S. 163.3184. As such, Mr. Lingenfelter was in agreement with the analysis provided, and through discussions with Mr. Lingenfelter, a final TIA review was requested and no concerns with the methodology were raised. Said methodology was conducted in compliance with the River to Sea guidelines. Moreover, the inclusion of the limiting policy further demonstrates that trip generation is not adversely impacting the level of service.

11. Within the TIA, the figures and tables were added at the end of the report. This makes a review of the TIA itself somewhat difficult.

Resolution: The Department would like the tables and figures to be added within the report itself so that the supporting text is more readily available to review alongside the tables and figures.



CITY OF FB RESPONSE: Thank you, the formatting comes down to the writer's preference in doing so, we understand the concern, but feel that no changes are necessary.

12. Within the TIA, in the Methodology Statement, it says that the study area was reduced in size at the request of the City of Palm Coast.

Resolution: The Department would like the City of Flagler Beach to provide clarification as to why this was reduced.

CITY OF FB RESPONSE: Please see response to comments 2 and 3 above. The study area was reduced in size at the discretion of the City of Flagler Beach. During meetings between the applicant and City of Flagler Beach, the desired methodology was presented and the analysis and report were reduced to account for this. Moreover, the inclusion of the limiting policy further demonstrates that trip generation is not adversely impacting the level of service.

St. John's River Water Management District (SJRWMD)

1. The transmitted amendment did not contain data and analysis addressing the impact of its projected water demand on the city's available potable water supply. Prior to adopting the amendment, the city should provide data and analysis demonstrating that adequate water supply availability is existing or planned to support the development associated with the amendment.

CITY OF FB RESPONSE: For purposes of providing utility services, the City's Water Treatment Plant has a production capacity of 2,000,000 GPD. The current storage capacity of treated water is 1,400,000 gallons. The City's Wastewater Treatment Plant has a current capacity of 1,000,000 GPD. A planned expansion of the facility will increase the capacity to 1,500,000, with additional capacity designed to further increase capacity to 2,000,000 GPD. To ensure the development associated with the amendment does not outpace the current availability, the city will increase the Consumptive Use Permit (CUP) from .912 up to 1.2 MGD. The City will build a new 1-million-gallon storage facility and simultaneously purchase two (2) additional well sites, and permit two (2) new wells for future growth to be phased with the build out of Veranda Bay.

2. In association with the preceding information, to accommodate the amendment's projected water demand, the city should ensure that the adopted amendment's data and analysis addresses the following:
 - a. Impact of projected water demand on the City's existing consumptive use permit allocation (i.e., water supply availability).

CITY OF FB RESPONSE: See response to comment 1 above. The City's Consumptive Use permit has a maximum daily allowance of 0.912 MPD. Based on the latest reports, the city is averaging



0.610 MGD. This gives the city the ability to increase use approximately 23% before being required to apply for a new consumptive use permit. Because this development is to be phased, the first five (5) years will see an increase in potable water demand of 247,780 GPD for residential use, and 17,527.3 GPD for commercial use, making the total increase in potable water demand within the first five years of development 265,307.3 GPD.

Further, the Master Planned Development Agreement (“Agreement”) includes language in which the developer may construct private services or obtain such services from other providers, including adjacent municipalities, in the event of insufficient availability with the City of Flagler Beach.

3. In association with the preceding information, to accommodate the amendment’s projected water demand, the city should ensure that the adopted amendment’s data and analysis addresses the following:
 - b. Whether the City will require development associated with the amendment to install a nonpotable water distribution system (e.g., reuse).

CITY OF FB RESPONSE: As a material inducement for the Developer to enter the Agreement with the City, the City represents and warrants that it presently has, and shall maintain per the projected demands, potable water and wastewater capacity for the project. Further, should the aforementioned reservations not be available when requested by Developer, Developer may construct private services or obtain such services from other providers, including adjacent municipalities.

4. In association with the preceding information, to accommodate the amendment’s projected water demand, the city should ensure that the adopted amendment’s data and analysis addresses the following:
 - c. Whether the City will require development associated with the amendment to install stormwater management systems designed as stormwater harvesting systems to maximize the amount of surface water available for nonpotable water needs.

CITY OF FB RESPONSE: The Agreement provides that the Developer shall be responsible for designing and constructing a master stormwater system within the project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD.

5. In association with the preceding information, to accommodate the amendment’s projected water demand, the city should ensure that the adopted amendment’s data and analysis addresses the following:



- d. Projected water supply source(s) and amount(s) for any modified or new consumptive use permit.

CITY OF FB RESPONSE: See response to SJRWMD comment 1 above. Additionally, to ensure the development associated with the amendment does not outpace the current availability, the city will increase the Consumptive Use Permit (CUP) from .912 up to 1.2 MGD. The City will build a new 1-million-gallon storage facility and simultaneously purchase two (2) additional well sites, and permit two (2) new wells for future growth to be phased with the build out of Veranda Bay.

6. In association with the preceding information, to accommodate the amendment's projected water demand, the city should ensure that the adopted amendment's data and analysis addresses the following:

- e. Schedule for obtaining any new or modified consumptive use permit.

CITY OF FB RESPONSE: See response to SJRWMD comment 1 above. Additionally, to ensure the development associated with the amendment does not outpace the current availability, the city will increase the Consumptive Use Permit (CUP) from .912 up to 1.2 MGD. The City will build a new 1-million-gallon storage facility and simultaneously purchase two (2) additional well sites, and permit two (2) new wells for future growth to be phased with the build out of Veranda Bay.

7. The City is required to adopt an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan amendment within 18 months of approval of the 2023 NFRWSP. The District approved the 2023 NFRWSP on December 12, 2023. Subsequently, the city is required to adopt an updated WSFWP and related comprehensive plan amendment by June 12, 2025. The city last updated its WSFWP in 2019. The city should ensure that its next WSFWP update incorporates this amendment's projected water demand and related water supply sources.

CITY OF FB RESPONSE: The City will take measures to ensure that its next WSFWP update incorporates this amendment's projected water demand and related water supply sources.

8. Environmental Resource Permit (ERP) Advisory Information:

f. The future proposed development will require an Environmental Resource Permit (ERP) in accordance with Chapter 62-330, Florida Administrative Code (F.A.C.). Pursuant to the Operating Agreement between the Florida Department of Environmental Protection and District, the District will be the permitting agency for all ERPs associated with this development. Conceptual approval for the proposed development may be requested followed by submittal of applications for phased construction. The extent of wetlands and surface waters will need to be established pursuant to Chapter 62-340, F.A.C., and will be utilized during review of any ERP.



CITY OF FB RESPONSE: Understood. The Developer and City are committed to complying with all required review procedures.

9. Environmental Resource Permit (ERP) Advisory Information:

g. Note that the ERP applicant must provide reasonable assurance the conditions of issuance are met regarding water quality, water quantity, and impacts to natural resources. District ERP staff recommend proceeding with the scheduling a pre-application meeting to ensure the applicant is aware of options that can be incorporated into the project design to provide the required reasonable assurance with regard to the rule criteria. In addition, since stormwater harvesting may be a viable option for the project, District CUP staff could also attend the pre-application meeting.

CITY OF FB RESPONSE: Understood. The parties will conduct pre-application meeting, and provide reasonable assurance that the conditions of issuance are met regarding water quality, water quantity, and impacts to natural resources, as required.

North East Florida Regional Planning Council

1. Coordination with Flagler County Growth Management Department and the City of Palm Coast Planning Division is recommended through the amendment process.

CITY OF FB RESPONSE: The applicant, and City of Flagler Beach have been in communication with the aforementioned parties and will continue to do so throughout the amendment process.

Additional Comments

The proposed development is compliant with the Comprehensive Plan. Additionally, as noted by the development team, the proposed development looks to be exempt pursuant to s. 380.0651 [380.0651(3) b **Exemption for dense urban land area**] and not required to undergo a review pursuant to s.163.3184(4), a State Coordinated Review.

For additional coordination, please contact the following staff person:

Lupita McClenning, City Planner at lmcclenning@cityofflaglerbeach.com.

Sincerely,

Lupita McClenning

Lupita McClenning
City Planner

w/out enclosures cc:

**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. INCORPORATION OF DEVELOPMENT AGREEMENT. The Veranda Bay Amended and Restated Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms.

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. 2024-18, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2024-18 does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the 17th day of October 2024.

ADOPTED on Second Reading after due public notice and public hearing this 12th day of December 2024.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

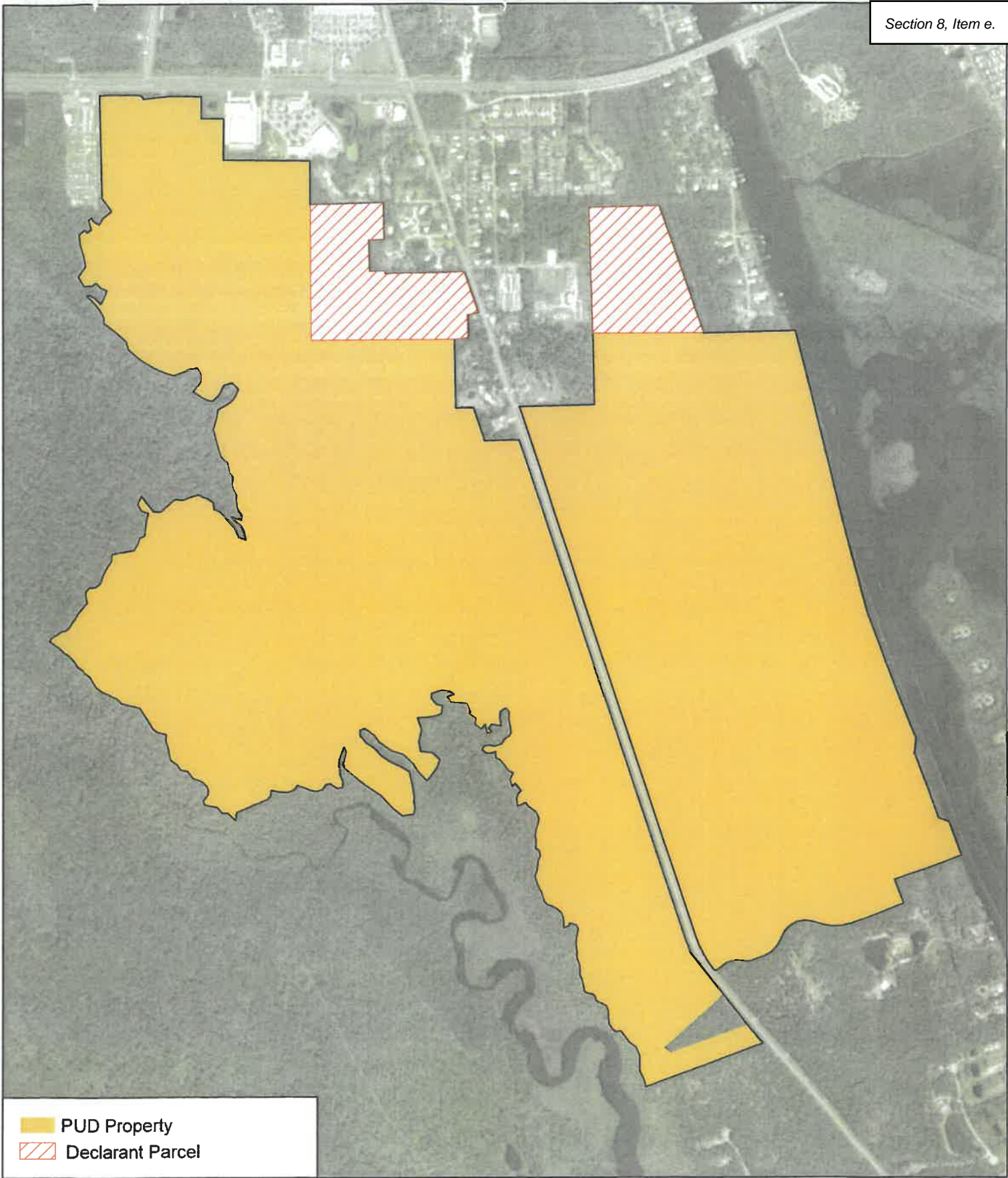
CITY CLERK



Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT "A"



 PUD Property
 Declarant Parcel

Date: 6-20-24
0 700 1,400 Feet



Exhibit "A"
Subject Property
Veranda Bay
Flagler County, Florida

EXHIBIT “B”

SUBJECT PROPERTY

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 18°15'00" WEST, A DISTANCE OF 2,087.53

FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE NORTH 88°47'52" EAST, A DISTANCE OF 710.35 FEET TO A POINT ON THE WEST LINE OF SECTION 13-12-31; THENCE ALONG SAID WEST SECTION LINE NORTH 01°13'40" WEST, A DISTANCE OF 661.23 FEET TO A POINT ON THE NORTH LINE OF SECTION 13-21-31; THENCE ALONG SAID NORTH SECTION LINE NORTH 88°36'18" EAST, A DISTANCE OF 1,890.40 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: SOUTH 13°59'25" EAST, A DISTANCE OF 2,750.14 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1,265.83 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVER CREEK, SOUTH 03°54'35" WEST, A DISTANCE OF 148.38 FEET; THENCE SOUTH 19°27'08" EAST, A DISTANCE OF 643.95 FEET; THENCE SOUTH 68°38'53" EAST, A DISTANCE OF 113.53 FEET TO A POINT ON THE AFORESAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 647.80 FEET; THENCE DEPARTING SAID RIGHT OF WAY SOUTH 69°10'09" WEST, A DISTANCE OF 2,520.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: NORTH 40°21'41" WEST, A DISTANCE OF 74.31 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,095.28 FEET, A CENTRAL ANGLE OF 22°09'21" AND A CHORD DISTANCE OF 421.29 FEET WHICH BEARS NORTH 29°14'17" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 423.92 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 3,184.44 FEET TO THE POINT OF BEGINNING.
FORMERLY KNOWN AS GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACTS PL-2 AND PL-3, OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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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.

Project	899 ac.
Residential units (max.)	2735-2200 units (2.43-2 units/ac)
Commercial density (max.)	480 650,000 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.**

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

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

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

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

20 (d) The development of the Project has commenced, satisfies all timing or phasing
21 requirements by the City’s Comprehensive Plan and LDR, and is therefore deemed to be
22 ongoing. Absent written notice from the Declarant to the City abandoning the Project or
23 terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event

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1 development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise
2 agreed to by the parties.

3 (e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any
4 portion of those Public Lands (13-12-31-2850-0PL30-0000; 13-12-31-2850-0FD20-0010 and 13-12-
5 31-2850-0PL20-0000) previously dedicated to the County , the Parties shall in good faith annex such
6 into the City, amend its land use designation and rezone the property in a manner that is consistent
7 with adjacent lands owned by the Declarant or its assigns.

8 **SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD**
9 **MASTER PLAN.**

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

1 Commission which will, in good faith, decide whether the change is deemed a Minor
2 Modification. Only proposed changes that affect criteria (1) thru (3) above shall require City
3 Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*,
4 Chapter 163, or the City’s regulations. Otherwise, a Minor Modification or other change shall
5 be deemed to be de minimis and shall be approved by the LUA as provided above.

6 **SECTION 6. PERMITTED USES.**

7
8 The Declarant agrees to fully comply with the following uses and restrictions on the
9 Subject Property. The Declarant must develop the Project generally consistent with the MPD
10 Master Plan with the following approved uses on each Tract (**Exhibit “D”**), as provided by the
11 table below. The design standards for the permitted use on each Tract shall comply with design
12 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

13
14
15 (a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide
16 areas for detached single-family dwellings and accessory use, including ancillary dwelling

1 units permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be
2 permitted to construct docks in any configuration designated by the Declarant, subject only to
3 State and Federal permitting requirements. SFR uses adjacent to Bulow Creek shall be
4 prohibited from constructing docks along Bulow Creek.

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

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

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

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

1 (f) Conservation: This use allows areas within the Project to generally remain in
2 their natural vegetative state upon which development may proceed with restrictions. The
3 use permitted to be developed in Conservation areas are restricted to: 1) open space parks,
4 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The
5 Conservation use designation shall be permitted on any Tract despite not being designated
6 in the table above.

7 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
8
9 **INTERCONNECTIVITY.**

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

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

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

23 (d) Vehicular and pedestrian access from the Project to Palm Drive shall be
24 expressly prohibited.
25

1 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**

2
3 The development of the Project shall proceed in accordance with the terms of this
4 Development Agreement. In the event of a conflict between the terms of this Development
5 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall
6 prevail. In the event of an inconsistency or conflict between the terms of this Development
7 Agreement and the LDR, the terms and provisions of this Development Agreement shall prevail.
8 Where specific requirements are not contained in this Development Agreement, the LDR shall
9 apply to the extent that it does not conflict with the provisions of this Development Agreement
10 or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City’s LDR
11 (2024) shall be applied and any subsequent changes to such shall have no effect unless the
12 Declarant elects, at its sole discretion, to comply with such change to the LDR.

13 **SECTION 9. FACILITY COMMITMENTS.**

14 (a) Unless provided elsewhere in this Development Agreement or other agreement,
15 the Declarant agrees that the City is not responsible for the construction or creation of public
16 facilities or capacity to facilitate the development of the Subject Property. As a material
17 inducement for entering into this Agreement, the City represents and warrants that it presently
18 has and shall maintain potable water and wastewater capacity for the Project, each of which is
19 estimated to be 850,000 gallons per day, and the failure to provide such shall be deemed a
20 breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient
21 potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot
22 be immediately satisfied by the City when requested by the Declarant, the Parties agree that
23 the Declarant may, at its sole discretion and without objection from the City, construct private
24 services or obtain such services from other providers including adjacent municipalities.

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1 (b) Private & Public Improvements: The Declarant agrees to construct the
2
3 following on-site improvements at the Declarant’s sole and exclusive expense as a condition
4 of this Development Agreement, and in addition to the payment of all impact fees relating to
5 the development of the Subject Property, unless otherwise provided for herein:

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

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

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

15 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
16 integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The
17 Declarant shall require homeowners to construct community sidewalks a minimum of five (5)
18 feet wide on at least one side of the internal roadway system, as may be determined by the
19 Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of
20 the Project, as permitted by governmental permits for the purpose of providing recreational
21 opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight
22 foot (8’) multi-use trail along the Spine Road connecting SR100 to John Anderson Highway
23 as generally depicted on the MPD Master Plan and **Exhibit “E”**.
24

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

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
7 transportation impact fee credits on a dollar-for-dollar basis.

8 (e) Spine Road Construction. ~~The Declarant shall, at its sole discretion, satisfy one~~
9 ~~of the following conditions ("Conditions"): (i) complete the construction of the Spine Road prior~~
10 ~~to the two hundred and sixty fifth (265) residential certificate of occupancy issued by the City for~~
11 ~~Tracts "B" through "F (Exhibit "C") ; or (ii) complete construction of Spine Road prior to the~~
12 ~~issuance of a any residential building permit for Tracts "G", "H", and "K" (Exhibit "C"). In the~~
13 ~~event the Declarant fails to satisfy one of the Conditions, the City shall not issue any residential~~
14 ~~building permit for any Tracts except Tract "A" until one of the Conditions is satisfied. The~~
15 ~~parties agree that in no event shall the City refuse to issue building permits for Tract "A" (Exhibit~~
16 ~~"C") or preliminary plat approval if Declarant fails to satisfy either of the Conditions. After the~~
17 ~~600th single family residential unit is completed within the residential areas of Veranda Bay the~~
18 ~~construction of the Spine Road connection from State Road 100 to John Anderson Highway is~~
19 ~~not completed no further building permits will be issued for new home construction until the~~
20 ~~Spine Road construction is complete.~~

21 (f) Stormwater System: The Declarant shall be responsible for designing,
22 permitting, constructing, and maintaining the means of conveyance of stormwater runoff within
23 the Project including, but not limited to, all stormwater lines, ditches, culverts, and other

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1 stormwater facilities that are necessary to convey and treat stormwater runoff (the “Stormwater
2 System”), as generally depicted on **Exhibit “F”**. This is graphical in nature, subject to change and
3 intended to only provide a conceptual model subject to final permitting including but not limited
4 to the City’s preliminary plat approvals.

5 (g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
6 including the public boating facility land to Flagler County, and (ii) the active and passive recreational
7 obligations found herein, the Project satisfies the City’s Comprehensive Plan and the City’s
8 recreational level of service. Notwithstanding, the Declarant shall provide one or more active
9 recreational facilities west of John Anderson Highway for the benefit of the Project’s residents.
10 Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the
11 southwest portion of the Project through the parcel currently owned by the County or an equivalent
12 property. A maximum of three (3) community docks or community viewing platforms shall be
13 permitted on Bulow Creek subject to state, federal and county approval.

14 In addition to the above, the Declarant shall dedicate and convey to the City: (i) a four (4) acre
15 park site with direct access to John Anderson Highway, and (ii) Two (2) one acre park sites with
16 direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may
17 mutually agree in writing to the Declarant’s design, permitting and construction of improvements on
18 the aforementioned park sites. In the event such agreement requires the Declarant to make
19 improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits
20 for the costs of such park improvements.

21 (h) Community Development Districts: The City agrees and acknowledges that
22 the Annexed Property is subject to the Gardens at Hammock Beach Community Development
23 District, Flagler County, Florida (“District”), Chapter 190, *Florida Statutes*, which was

1 initially established by Flagler County. The City agrees that it shall accept and acknowledge
2 the powers granted to the District pursuant to State law. The City agrees to execute all
3 documents that may be necessary or take any action necessary to transfer the local government
4 jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and
5 acknowledges that it will, in good faith, assist the Declarant, at Declarant’s sole discretion, to
6 amend the District’s existing boundaries. The City shall, at the request of the Declarant, assist
7 the Declarant to establish an additional community development district governing that portion
8 of the Annexed Property west of John Anderson Highway, which shall be permitted to finance,
9 fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain
10 projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*,
11 including but not limited to, any transportation improvements that may be required by this
12 Development Agreement or other permit.

13 (i) Agriculture/Silviculture: The Subject Property has been and will continue to
14 be used for silviculture purposes. Silviculture activities may continue to occur on the Subject
15 Property until that portion of the Subject Property approved for development obtains all
16 necessary permits and construction commences. All silviculture activities shall continue to
17 comply with all Federal and State requirements. All silviculture activities shall comply with
18 the State of Florida Division of Forestry Best Management Practices. The Subject Property
19 shall therefore remain eligible for all agricultural exemptions as provided by law.
20

21 **SECTION 10. DEVELOPMENT STANDARDS.**
22

23 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless
24 provided for elsewhere in this MPD Agreement. The calculation of minimum parking space
25 requirements for the development of any Tract or subsequently platted lot may include excess parking

1 spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both
2 is satisfied. Additionally, the Declarant may have shared parking facilities serving more than one use
3 or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or
4 mixed-uses will have different peak hour parking demands and sufficient parking will be provided as
5 required by the LDR. The calculation of minimum parking space requirements for the development
6 of any Tract may be determined by the Declarant, subject to the recommendation of a duly licensed
7 traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as
8 determined by the Declarant.

9 (b) Open Space: Minimum open space shall be 359.6 acres [forty percent (40%)] of the
10 Project in its entirety including a minimum of 90.42 acres of conservation and 45 acres of
11 landscape/wetland buffers. Tracts may be developed with less open space, so long as the
12 aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-
13 06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space
14 shall be maintained by either the Community Development District, a property owners association, a
15 mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on
16 the obligations of this Development Agreement and the prior conveyance of the Public Lands, the
17 City’s open space requirements provided in its Comprehensive Plan, LDR and other regulations is
18 satisfied.

19 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste
20 water and reuse improvements being served by the City to the City, pursuant to the City’s
21 standard utility agreement. The City shall not charge fees to a community development district
22 or a property owners association for the use of City reuse water for common areas the later of

23 (i) until January 1, 2034, or (ii) for ten (10) years after the City provides reuse water to the
24 (i) until January 1, 2034, or (ii) for ten (10) years after the City provides reuse water to the

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1 [Project.](#)

2 (d) Transportation: The Parties accept the traffic study performed by Chindalur
3 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are
4 incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply
5 with Florida Department of Transportation requirements for its impacts to SR100. As for
6 impacts to John Anderson Highway, the Declarant shall construct improvements as provided
7 in the Transportation Study and as depicted on the MPD Master Plan (“Traffic Improvements”)
8 at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated
9 for all the cost of design, permitting and construction of all required Traffic Improvements
10 identified in the Transportation Study. The Project shall be deemed vested and no additional
11 off site transportation improvements shall be required to be constructed by the Declarant.

12 (e) Drainage: The Declarant shall construct and maintain a stormwater
13 management system that provides treatment and attenuation as required by St. Johns River
14 Water Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches
15 shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater
16 detention facilities shall be designed to meet the water quality and attenuation requirements of
17 SJRWMD. Any impact to a flood zone shall be solely regulated by SRJRM, FEMA or other
18 applicable State and Federal agencies. Permits issued by these agencies shall be determinative
19 that the proposed impact satisfies any and all City regulations, codes and ordinances, including
20 but not limited to the City’s Comprehensive Plan. As provided in the Pre-Annexation
21 Agreement and upon request, the City shall timely cooperate with Declarant to obtain a
22 CLOMR(s) or LOMAR(s) as issued by FEMA. [In addition, the Declarant shall adopt and](#)
23 [require construction standards for residential homes to have a finished floor elevation at or](#)
24

1 [above the FEMA 100 yr flood plain elevation.](#)

2 (f) Landscaping, Tree and Vegetation Protection: Landscaping
3
4 requirements adjacent to SR100 and John Anderson Highway shall be subject to this
5 Development Agreement and the LDR. All other landscaping design and requirements shall
6 comply with those standards provided in **Exhibit “I”** which may be amended from time to
7 time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed
8 water source becomes available in adequate quantities. Efforts to preserve and enhance the
9 Project’s design will be achieved, by the Declarant, through adjustments of building, parking,
10 roadway and stormwater locations and through supplemental landscaping that will blend with
11 the natural look yet carefully accentuate the residential areas, entrances, and other common
12 spaces. General landscaping around parking lots, roadways, entrances, residential and
13 commercial buildings, and other common areas will be landscaped with ornamental and native
14 plant materials when possible. Within residential common areas, fifty percent (50%) of the
15 total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise
16 vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise
17 Florida Landscapes, the Florida Native Plant Society’s list of native landscape plants for
18 Flagler County, A Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable
19 guidelines prepared by the Florida Department of Agriculture and Consumer Services,
20 SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of
21 Environmental Protection. All ornamental landscape beds and lawn areas will have
22 supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement
23 of site development, and landscaping.

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24 The Declarant shall require (i) three (3) shade trees for each single-family detached

1 lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree and
 2 vegetation protection, removal, conservation, and mitigation requirements shall be governed
 3 by this Development Agreement. In consideration of (i) the approximately 1,100 acres
 4 previously conveyed to the County, (ii) the forty percent (40%) minimum open space required
 5 for the Project as provided in Section 10(b) above, (iii) the Declarant’s significant commitment
 6 herein to extensive landscaping along the Spine Road, (iv) the Declarant’s commitment herein
 7 to require three (3) shade trees for each single-family detached lot, (v) the Declarant’s
 8 commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant’s
 9 commitment to a significant investment in a reuse water distribution system, the removal of
 10 trees and vegetation shall be allowed to the extent the removal of such is necessary as solely
 11 determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational
 12 opportunities or finished lots. Mitigation for tree and vegetation removal shall not be required,
 13 except as provided in the paragraph below.

14 During the platting process of individual tracts, the Declarant shall provide the City a tree
 15 survey depicting the location of viable ~~oak trees~~specimen trees as defined by the City’s LDR
 16 (excluding pine and palm trees) with diameters of ~~thirty six (36)~~thirty inches (30”) or greater
 17 (“Distinct Trees”). The Declarant shall make efforts to protect ~~these oak~~Distinct Treestrees as
 18 part of its design and development of individual tracts. If the Declarant or its assigns determines
 19 that it is necessary to remove ~~an oak tree thirty six (36) inches or greater in diameter~~Distinct
 20 Trees, the removal shall be allowed permitted and the Declarant shall provide mitigation as
 21 ealeulated by the City’s LDRmitigate said tree removal by paying- to the City a fee (the “Distinct
 22 Tree Mitigation Fee”). The Distinct Tree Mitigation Fee shall be calculated as twenty five dollars
 23 (\$25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be

1 [due and payable within sixty \(60\) days after Final Plat approval. Notwithstanding the above, the](#)
2 [cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed](#)
3 [\\$4,000.00.](#)

4 All other trees [and vegetation](#), including but not limited to all species of pine trees [and palm trees](#),
5 may be removed without mitigation [or permit](#).

6 A Community Development District or Property Owners Association or Home Owners
7 Association shall be permitted to use temporary wells for the Project’s irrigation until sufficient
8 reuse is available subject only to permits issued by the state or federal agencies.
9 Notwithstanding the foregoing, private wells shall be prohibited on individual single-family
10 lots.

11 [John Anderson Buffer](#). The Developer shall provide a 25-foot minimum and 50-foot
12 average buffer along the limits of the Project boundary that coincides with the John Anderson
13 Highway right of way.

14 (g) [Lighting](#): All lighting, including but not limited to all pole mounted lighting,
15 shall be designed to minimize light pollution to off-site properties and to comply with the
16 LDR, unless otherwise agreed to by the LUA. In addition, development within one hundred
17 feet (100’) from Bulow Creek shall use low level lighting shielded from view to minimize its
18 impact to the natural environment.

19 (h) [Fire Protection](#): The Declarant previously donated to Flagler County a three (3)
20 acre parcel of land for a fire station to serve the Project and the residents along John Anderson
21 Highway. Fire protection requirements for the Project will be met through a system of fire
22 hydrants installed on the Project by the Declarant in accordance with City standards. The
23 locations of fire hydrants shall be shown on all construction documents, technical site plans, or

1 preliminary plats. The Project shall comply with the City’s fire protection requirements. The
2 City will provide fire protection services to the Project in accordance with established local
3 response agreements.

4 (i) Utilities: The Declarant shall not be responsible for any costs associated with
5 the extension of City utilities to the Subject Property that may be required to serve this Project.
6 Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the
7 Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

8 (j) Interconnectivity and Access: All units within the Project shall be
9 interconnected by roadways and sidewalks, as called for by the City’s Comprehensive Plan. The
10 Project shall provide and maintain the minimum number of access drives onto John Anderson
11 Highway, as generally depicted on the MPD Master Plan.

12 (k) Wetlands: Wetland permitting, including their impacts and/or mitigation, for the
13 Project may occur and shall only be subject to Federal and States permits which the City shall
14 accept. The City agrees that any approval, impact or effect to wetlands, wetland buffers, and
15 wetland setbacks provided by said permits shall be accepted by the City and deemed consistent
16 with the City’s Comprehensive Plan. The Project shall therefore be exempt from Section 4 of the
17 LDR.

18 ~~(l)~~ Bulow Creek Buffer. The Developer ~~will voluntarily~~shall provide a 25-foot
19 minimum and 75-foot average buffer along the limits of the Project boundary that coincides with
20 Bulow Creek. The Declarant shall also provide a natural buffer no less than ~~seventy five (75)~~one
21 hundred (100) feet from the edge of the Bulow Creek river bank. Notwithstanding the foregoing,
22 the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit “G”**.

23 ~~(m)~~ Signage: Signs shall comply with the LDR, unless otherwise provided herein. The

1 design and intent of signage is to ensure adequate means of communication through signage while
2 maintaining the attractive visual appearance within the Project. Signage shall meet the following
3 requirements:

4 (i) Gateway Signage and Entrance Features. Signage located at the
5 primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum
6 height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A
7 maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance
8 ~~feature-structure~~ may be designed in conjunction with the entrance signage or it may occur
9 separately. However, the main entrance to Veranda Bay residential located at the intersection of
10 John Anderson and Buena Vista Boulevard may have an entrance ~~feature-structure~~ exceeding
11 twenty (20) feet, but no taller than thirty-five (35) feet.

12 (ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any
13 internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet
14 and a maximum signage area of one hundred (100) square feet. Any entrance features shall have a
15 maximum height of twenty (20) feet. However, the main entrance to Veranda Bay residential
16 located at the intersection of John Anderson and Buena Vista Boulevard may have an entrance
17 ~~feature-structure~~ exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

18 (iii) Commercial Signage. Ground signs shall be permitted for the
19 commercial area of the Project with a maximum signage area per sign of three hundred twenty (320)
20 square feet and a maximum height of twenty (20) feet. Additional commercial signage and wall
21 signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

22 (iv) Signage Area. Signage area shall be calculated using the actual text and, if
23 applicable, logo graphics area only. Walls or architectural effects shall not count toward the
24

1 signage area square feet restriction, but shall meet the height restrictions set forth above.

2 (v) Entrance Features. Walls, architectural icons, water features, landforms,
3 landscaping, or other effects which announce and signify arrival are permitted for the signage on
4 the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
5 measured from the bottom to the top of the sign copy area.

6 (vi) Ground signage provided for in this section shall be permitted be
7 constructed in the public right of way.

8 ~~(m)~~(n) Temporary Facilities/Model Homes: Temporary support facilities shall be
9 permitted for a period of ten (10) years, at which time sales offices, model homes, development
10 trailers and real estate offices shall be transitioned into a permanent use within the Project. This
11 time period may be extended for successive periods of three (3) years by the LUA. Temporary
12 support facility approval and extension shall be processed by the LUA. The initial application for
13 temporary support facilities will be reviewed and approved by City Staff. Following City Staff
14 approval, a building permit application will be submitted to the City Building Department for
15 review and approval. Residential units may be used as model homes and sales centers
16 (collectively, “Model Homes”). Up to five Model Homes can be constructed, occupied, and
17 operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited
18 to properties located within the Project. Construction and Certificates of Occupancies shall be
19 issued consistent with the City and State rules, regulations, and codes for residential structures.
20 Model homes shall not be deemed commercial activities. The City shall permit the construction
21 of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent
22 roadway is available.

23 ~~(n)~~(o) Rental Program: Developer reserves the right to place all or any portion of the
24

1 Project's units located in zoned Commercial on the MPD Master Plan, in long term, short term,
2 resort residential, or resort condominium rental programs operated by Declarant, its affiliates or
3 any third-party rental program operators approved by the Declarant. Otherwise, short term
4 vacation rentals shall be prohibited.

5 ~~(e)(p)~~ Marina: The Marina located on Tract E, shall only be governed by permits
6 issued by State and Federal agencies. The City agrees that said permits shall be deemed to be
7 consistent with the City's Comprehensive Plan, the LDR and other City ordinances. The
8 development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain
9 exempt from Chapter 22, Art IV of the City Code of Ordinances. The Marina may, at Declarant's
10 sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, a boat
11 ramp and any uses permitted as a commercial use. However, dry slips shall be used solely for the
12 maintenance and repair of boats and not for long-term storage. Subject to the above, the design,
13 permitting and construction of the Marina shall be exempt from any City code or regulation, except
14 its fire and building codes.

15 ~~(p)(q)~~ Age Restrictions: Nothing in the Development Agreement shall prohibit any age
16 restriction requirements or use permitted by Federal or State law.

17 ~~(e)(r)~~ Accessory Uses: Typical residential accessory uses will be allowed, including but
18 not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks.
19 Accessory uses and structures will be allowed in accordance with this Development Agreement,
20 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
21 the permitted or principal use of a structure. Accessory uses or structures contained within or
22 attached to the building containing the principal use shall be considered a part of the principal
23 building and not an accessory building and shall meet the same requirements for setbacks as the

1 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,
2 either attached or detached from the principal use structure, may be constructed up to a minimum
3 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a
4 swimming pool be located closer than five (5) feet from the side and rear property line. Air
5 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
6 utility service features may be located in any required side or rear yard up to a minimum two (2)
7 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
8 within the required front yard.

9 **SECTION 11. PHASING OF DEVELOPMENT.**

10 (a) The Project may be developed in multiple phases. Prior to the issuance of any
11 permit for any phase of the Project (and prior to any construction of any improvement,
12 building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat
13 or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to
14 support the proposed uses, including water and wastewater service, drainage, private roads,
15 vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase
16 that is constructed on the Subject Property shall be constructed concurrently with, or prior to
17 construction of that phase of the Project, as approved by the City, and prior to the issuance of
18 building permits for that phase. Adequate emergency vehicle access and turnarounds shall be
19 provided at all times.

20 (b) Roadways shall be constructed concurrently with development of adjacent lots
21 to ensure that contiguous roadways are available at all times prior to the issuance of any
22 building permits for that phase. To avoid unnecessary construction and repair costs, internal
23 sidewalks shall be constructed adjacent to each residential lot at the time the home is

1 constructed and prior to the Certificate of Occupancy, and each home’s building permit shall
 2 be conditioned on this requirement. Model Homes shall be exempt from this standard until no
 3 longer being used as such at which time the owner shall construct the required sidewalk.

4 (c) The City may issue permits for clearing, grading and earthwork for portions of
 5 the Subject Property before approving final construction plans, however, all Federal and State
 6 permits relating to land clearing, grading and earthwork must be obtained.

7

8 **SECTION 12. LOT AND BUILDING STANDARDS.**

9 (a) Lot Dimensional Standards: Dimensional standards for each use shall comply
 10 with the LDR except as follows:

11

<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’
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**	70%	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%**

* 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 event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the

1 dominant use shall be utilized (residential or commercial uses having the most building gross
2 floor area), unless commercial uses are on the first floor and the residential uses are on above
3 floor(s), then the standards in the above table shall be used. Any conflict in dimensional or
4 design standards for a mixed-use development may be resolved by the Land Use
5 Administrator.

6 (c) Architecture: All architectural standards and requirements shall be determined,
7
8 approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements
9 shall be governed by the City’s LDR.
10

11 **SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER**
12 **SEQUENCING.**

13
14 (a) The failure of the Development Agreement to address any specific State or
15 Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement
16 of complying with the law governing said permitting requirements, conditions, terms, or
17 restrictions.
18

19 (b) All required City, County, State, or Federal permits shall be obtained prior to
20 commencement of construction. This Development Agreement is not a Preliminary Plat approval,
21 and the Declarant remains responsible for complying with all provisions of the LDR, unless provided
22 elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for
23 any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the
24 Declarant may convey a Tract by metes and bounds and without platting.

25 (c) Burning: Open burning shall be prohibited during development and property
26 owners shall be subject to the City’s LDR.

27 **SECTION 14. DEVELOPMENT FEES.**

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
13 and 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
5 (a) In the event of a breach of this Agreement by either Party, the other party hereto
6 shall have all rights and remedies allowed by law, including the right to specific performance
7 of the provisions hereof.

8 (b) In the event that a dispute arises between the Parties, the City and Declarant
9 shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage
10 in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within
11 thirty (30) days of either party making a written request to the other. If the Parties fail to agree
12 to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally
13 pay all costs of mediation.

14 **SECTION 18. NOTICES.**

15 (a) All notices required or permitted to be given under this Development
16 Agreement must be in writing and must be delivered to the City or the Declarant at its address
17 set forth below (or such other address as may be hereafter be designated in writing by such
18 party).

19 (b) Any such notice must be personally delivered, sent by certified mail, or
20 overnight courier

21 (c) Any such notice will be deemed effective when received (if sent by hand
22 delivery receipt required,) or on that date which is ten (10) days after such notice is deposited
23 in the United States mail (if sent by certified mail).

24 (d) The Parties' addresses for the delivery of all such notices are as follows:

25 As to the City: City Manager
26 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,
8 LLC, 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
20 in the event any portion of this Development Agreement shall be found to be invalid or illegal,
21 then the remaining portions of the Development Agreement shall remain valid and binding on
22 the Parties.

23 **SECTION 20. SUCCESSORS AND ASSIGNS.**

24 This Development Agreement and the terms and conditions hereof shall be binding upon and
25
26 inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms
27 and conditions of this Development Agreement similarly shall be binding upon the Subject Property
28 and shall run with the land and the title to the same.

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
31 terms and provisions of this Development Agreement.

32 **SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

33 Ordinance No. 2024
34
Page 31 of 39

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
5 in 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
16 In the event of any action to enforce the terms of this Development Agreement, the
17 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all
18 costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the
19 trial, or appellate level.

20 **SECTION 27. FORCE MAJEURE.**

21
22 The Parties agree that in the event that the failure by either party to accomplish any
23 action required hereunder within a specific time period ("Time Period") constitutes a default
24 under terms of this Development Agreement, and if any such failure is due to any unforeseeable
25 or unpredictable event or condition beyond the control of such party, including, but not limited
26 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

10 (b) _____

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11

12 **SECTION 30. CAPTIONS.**

13

14 Sections and other captions contained in this Development Agreement are for reference
15 purposes only and are in no way intended to describe, interpret, define, or limit the scope,
16 extent or intent of this Development Agreement, or any provision hereof.

17 **SECTION 31. EXHIBITS.**

18

19 Each exhibit referred to and attached to this Development Agreement is an essential part of
20 this Development Agreement. The exhibits and any amendments or revisions thereto, even if not
21 physically attached hereto, shall be treated as if they are part of this Development Agreement

22 **SECTION 32. INTERPRETATION.**

23

24 (a) The Declarant and the City agree that all words, terms and conditions contained
25 herein are to be read in concert, each with the other, and that a provision contained under one
(1) heading may be considered to be equally applicable under another in the interpretation of

1 this Development Agreement.

2 (b) This Development Agreement shall not be construed more strictly against either
3 party on the basis of being the drafter thereof, and both Parties have contributed to the drafting
4 of this Development Agreement.

5 **SECTION 33. FURTHER ASSURANCES.**

6 Each party agrees to sign any other and further instruments and documents consistent
7 herewith as may be necessary and proper to give complete effect to the terms of this
8 Development Agreement.
9

10 **SECTION 34. COUNTERPARTS.**

11 This Development Agreement may be executed in any number of counterparts, each of
12 which shall be deemed an original, but all of which, taken together, shall constitute one (1) and
13 the same document.
14

15 **SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

16 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
17 provisions herein shall be made by the Parties only in writing by formal amendment, and (2)
18 This Development Agreement shall not be modified or amended except by written agreement
19 executed by all Parties hereto and upon approval of the City.
20

21 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed
22 a waiver of any such right and shall not affect the right of such party to exercise at some future
23 date any such right or any other right it may have.

24 **SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

25 This Development Agreement constitutes the entire agreement between the Parties and
26

1 supersedes all previous oral discussions, understandings, and agreements of any kind and
2 nature, as between the Parties relating to the subject matter of this Development Agreement.

3
4

5
6

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

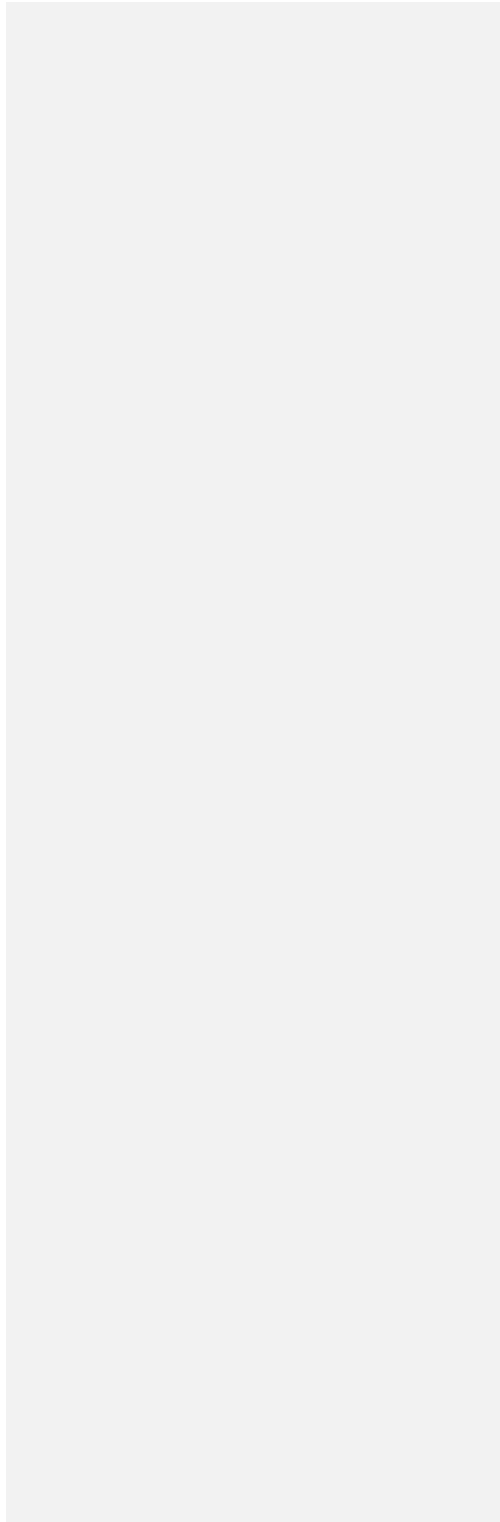
_____, City Clerk

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:



WITNESSES:

“DECLARANT”
PALM COAST INTRACOASTAL, LLC

By: _____
William G. Allen, Jr., Manager

Witness Signature

(print)

Print Witness Name
Address: _____

Witness Signature

(print)

Print Witness Name
Address: _____

(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:

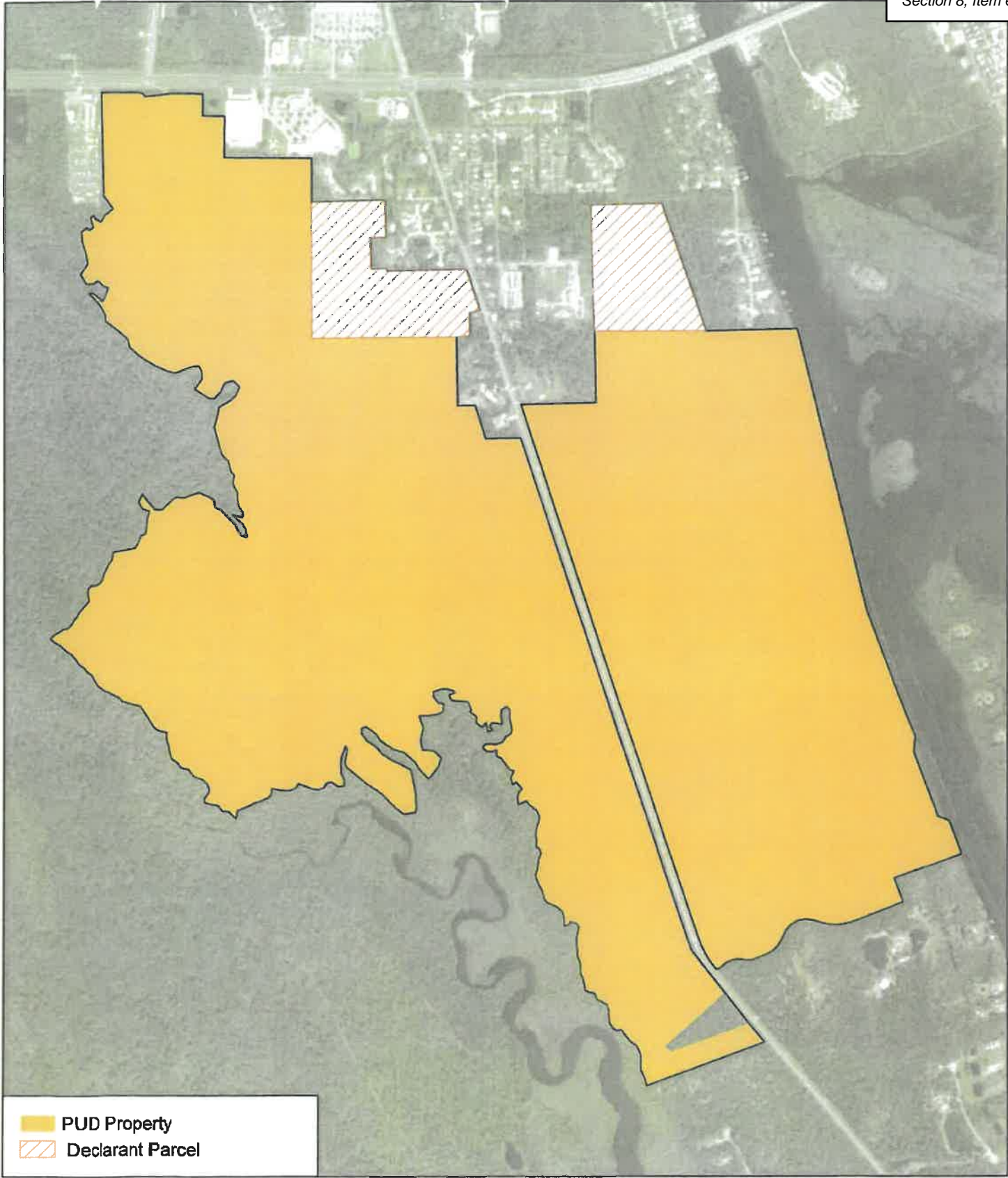
Ordinance No. 2024

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 PUD Property
 Declarant Parcel

Exhibit "A"

**Subject Property
Veranda Bay
Flagler County, Florida**

Date: 6-20-24

0 700 1,400 Feet



SUBJECT PROPERTY

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 18°15'00" WEST, A DISTANCE OF 2,087.53

FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE NORTH 88°47'52" EAST, A DISTANCE OF 710.35 FEET TO A POINT ON THE WEST LINE OF SECTION 13-12-31; THENCE ALONG SAID WEST SECTION LINE NORTH 01°13'40" WEST, A DISTANCE OF 661.23 FEET TO A POINT ON THE NORTH LINE OF SECTION 13-21-31; THENCE ALONG SAID NORTH SECTION LINE NORTH 88°36'18" EAST, A DISTANCE OF 1,890.40 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: SOUTH 13°59'25" EAST, A DISTANCE OF 2,750.14 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1,265.83 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVER CREEK, SOUTH 03°54'35" WEST, A DISTANCE OF 148.38 FEET; THENCE SOUTH 19°27'08" EAST, A DISTANCE OF 643.95 FEET; THENCE SOUTH 68°38'53" EAST, A DISTANCE OF 113.53 FEET TO A POINT ON THE AFORESAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 647.80 FEET; THENCE DEPARTING SAID RIGHT OF WAY SOUTH 69°10'09" WEST, A DISTANCE OF 2,520.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: NORTH 40°21'41" WEST, A DISTANCE OF 74.31 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,095.28 FEET, A CENTRAL ANGLE OF 22°09'21" AND A CHORD DISTANCE OF 421.29 FEET WHICH BEARS NORTH 29°14'17" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 423.92 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 3,184.44 FEET TO THE POINT OF BEGINNING.

FORMERLY KNOWN AS GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACTS PL-2 AND PL-3, OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH: A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

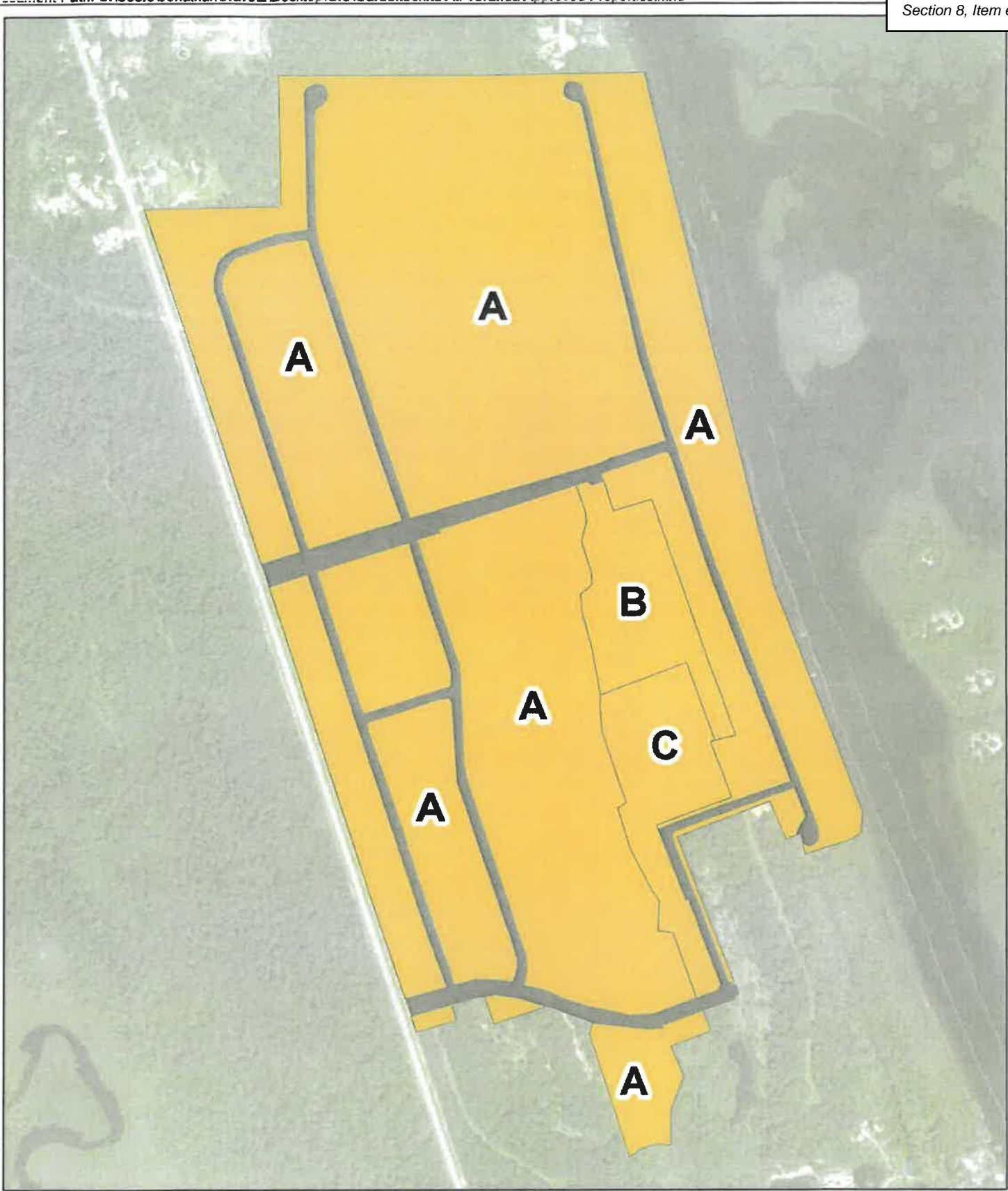
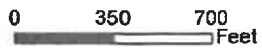


Exhibit "B"

**Approved Properties
Veranda Bay
Flagler County, Florida**

Date: 6-20-24



Approved Properties
Exhibit "B"

Phase 1A

A PORTION OF SECTIONS 13,14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (COUNTY ROAD 201) AND THE NORTH LINE OF SAID SECTION 38; THENCE NORTH 18°15'20" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 228.50 FEET; THENCE NORTH 71°44'40" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 225.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 85.01 FEET; THENCE NORTH 7°54'58" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°54'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.23 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 63°12'59" EAST AND A CHORD DISTANCE OF 35.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°49'48" EAST, A DISTANCE OF 445.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°04'07"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.30 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°47'43" EAST AND A CHORD DISTANCE OF 35.38 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.14 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°27'07"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.00 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 23°58'54" EAST AND A CHORD DISTANCE OF 4.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 139.50 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 88°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 178.36 FEET; THENCE NORTH 11°52'10" EAST, A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'05" EAST, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 13 AND SAID LINE ALSO BEING THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2281 PAGE 1643 AND RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 13°58'25" EAST, A DISTANCE OF 1950.65 FEET; THENCE SOUTH 71°49'48" WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 334.12 FEET; THENCE NORTH 18°10'12" WEST, A DISTANCE OF 3.02 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'02"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 63°10'73" WEST AND A CHORD DISTANCE OF 35.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 149.59 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 134.59 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°43'46" WEST AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 63°10'14" WEST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°48'46" WEST, A DISTANCE OF 557.17 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE 40.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 337.90 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'14"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 12°24'08" EAST AND A CHORD DISTANCE OF 5.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 325.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 770.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18°10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING, CONTAINING 90.43 ACRES, MORE OR LESS.

Together with

Phase 1B

A PORTION OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (COUNTY ROAD 201 AND 100 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF SECTION 14 OF SAID TOWNSHIP 12 SOUTH, RANGE 31 EAST AND SAID POINT ALSO LIES ON THE WESTERLY LINE TRACT 1A-1 OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 18°15'20" WEST ALONG SAID WESTERLY LINE OF VERANDA BAY PHASE 1A, ALSO ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 228.50 FEET TO THE NORTHWEST CORNER OF TRACT 1A-2 OF SAID VERANDA BAY PHASE 1A, THENCE NORTH 71°44'40" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID TRACT 1A-2, A DISTANCE OF 225.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1A-2; THENCE SOUTH 18°15'20" EAST ALONG THE EASTERLY LINE OF SAID TRACT 1A-2, A DISTANCE OF 85.01 FEET; THENCE ALONG A NORTHERLY LINE OF SAID TRACT 1A-1 THE FOLLOWING THREE COURSES: NORTH 71°34'56" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°54'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.23 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 63°12'58" EAST AND A CHORD DISTANCE OF 35.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 330.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING FROM SAID NORTHERLY LINE OF TRACT 1A-1, NORTH 18°15'20" WEST, A DISTANCE OF 259.99 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 960.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 309.49 FEET; THENCE NORTH 11°30'49" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 02°07'45"; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 12.08 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 79°33'04" EAST AND A CHORD DISTANCE OF 12.08 FEET TO A POINT ON SAID CURVE; THENCE NORTH 06°55'48" WEST, A DISTANCE OF 122.14 FEET; THENCE NORTH 01°09'12" WEST, ALONG THE EASTERLY LINE AND ITS SOUTHERLY PROLONGATION OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 1938 OF THE PUBLIC RECORDS OF SAID COUNTY AND ALSO ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 801, PAGE 1414 OF SAID PUBLIC RECORDS, A DISTANCE OF 685.12 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND SAID POINT ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2281, PAGE 1643 OF SAID PUBLIC RECORDS AND SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF SAID SECTION 13 AND ALSO ALONG THE NORTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2281, PAGE 1643, A DISTANCE OF 585.86 FEET TO THE NORTHWEST CORNER OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A; THENCE ALONG THE WESTERLY LINE OF SAID TRACT 1A-5 THE FOLLOWING TWO COURSES: SOUTH 13°13'08" WEST, ALSO DEPARTING FROM SAID SECTION 13, A DISTANCE OF 0.37 FEET; THENCE SOUTH 11°52'10" WEST, A DISTANCE OF 25.29 FEET TO THE NORTHEAST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE SOUTH 88°54'24" WEST, A DISTANCE OF 176.36 FEET; THENCE SOUTH 01°07'10" EAST, A DISTANCE OF 161.55 FEET; THENCE SOUTH 88°50'48" WEST, A DISTANCE OF 63.62 FEET; THENCE SOUTH 01°09'12" EAST, A DISTANCE OF 568.36 FEET; THENCE SOUTH 86°59'44" WEST, A DISTANCE OF 140.07 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND HAVING A CENTRAL ANGLE OF 10°47'20"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 06°32'52" EAST AND A CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 78°03'28" EAST, A DISTANCE OF 137.95 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 244.36 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 260.48 FEET TO SOUTHWEST CORNER OF SAID TRACT 1A-4; THENCE SOUTH 71°49'46" WEST, ALONG THE NORTHERLY LINE OF TRACT 1A-11 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 139.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1A-11 AND SAID POINT ALSO IS A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°26'00"; THENCE NORTHERLY ALONG SAID CURVE AND ALONG THE NORTHERLY LINE OF SAID TRACT 1A-11, AN ARC DISTANCE OF 4.99 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23°59'27" WEST AND A CHORD DISTANCE OF 4.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTHERLY LINES THE FOLLOWING FOUR COURSES: NORTH 18°15'20" WEST, A DISTANCE OF 20.15 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND HAVING A CENTRAL ANGLE OF 90°04'06"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 38.30 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°47'43" WEST AND A CHORD DISTANCE OF 35.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 114.96 FEET TO THE POINT OF BEGINNING. CONTAINING 18.02 ACRES, MORE OR LESS.

Together with

Phase 1C

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (COUNTY ROAD 201 AND 100 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF SECTION 14 OF SAID TOWNSHIP 12 SOUTH, RANGE 31 EAST AND SAID POINT ALSO LIES ON THE WESTERLY LINE TRACT 1A-1 OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 18°15'20" WEST ALONG SAID WESTERLY LINE OF VERANDA BAY PHASE 1A, ALSO ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 228.50 FEET TO THE NORTHWEST CORNER OF TRACT 1A-2 OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18°15'20" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1858.74 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 1938 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID POINT ALSO BEING A NORTHWEST CORNER OF THOSE LANDS IN OFFICIAL RECORDS BOOK 2281, PAGE 1643 OF SAID PUBLIC RECORDS; THENCE NORTH 88°47'24" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 1938 AND ALSO ALONG A NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2281, PAGE 1643, A DISTANCE OF 710.39 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 1938; THENCE SOUTH 01°09'12" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 06°55'48" EAST, A DISTANCE OF 122.14 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 02°07'45"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 12.08 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 79°33'04" WEST AND A CHORD DISTANCE OF 12.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 11°30'49" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 309.49 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 960.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 259.99 FEET TO A NORTHERLY LINE OF SAID TRACT 1A-1; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES: SOUTH 71°49'46" WEST, A DISTANCE OF 330.04 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°55'04"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.23 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°12'41" WEST AND A CHORD DISTANCE OF 35.33 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 71°34'56" WEST, A DISTANCE OF 50.00 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TRACT 1A-2; THENCE NORTH 18°15'20" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 85.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1A-2; THENCE SOUTH 71°44'40" WEST ALONG THE NORTHERLY LINE OF SAID TRACT 1A-2, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING. CONTAINING 26.73 ACRES, MORE OR LESS

Together with

Phase 2A

A PORTION OF SECTIONS 13 AND 35, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (COUNTY ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 35; THENCE SOUTH 18°10'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 233.23 FEET; TO THE POINT OF BEGINNING, THENCE NORTH 71°49'46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 225.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 87.31 FEET; THENCE NORTH 72°11'12" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10°56'26"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'58" EAST AND A CHORD DISTANCE OF 4.76 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 14°32'52"; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 78°18'07" EAST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT ON SAID CURVE; THENCE NORTH 18°01'14" WEST, A DISTANCE OF 106.49 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 07°02'07" WEST, A DISTANCE OF 77.22 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 16°23'29"; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 141.61 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 78°46'17" EAST AND A CHORD DISTANCE OF 141.13 FEET TO A POINT ON SAID CURVE AND ALSO ON A CURVE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°35'36"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.70 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 22°34'24" EAST AND A CHORD DISTANCE OF 5.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 73°28'41" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 10°50'29" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 73°23'24" EAST, A DISTANCE OF 139.49 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 16.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 148.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 143.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 143.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 143.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 48.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 808.39 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 215.41 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 557.17 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 83°01'14" EAST AND A CHORD DISTANCE OF 7.07 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 28°49'04" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 134.59 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 145.55 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 20°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 87°10'31" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°10'14" WEST, A DISTANCE OF 3.62 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 334.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOSTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 13°58'25" EAST, A DISTANCE OF 799.39 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST, A DISTANCE OF 80.51 FEET; THENCE SOUTH 68°00'58" WEST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 250.79 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 41°16'28" WEST AND A CHORD DISTANCE OF 122.32 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 66°00'06" WEST, A DISTANCE OF 85.08 FEET; THENCE NORTH 20°54'52" WEST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 69°03'06" WEST, A DISTANCE OF 503.11 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 24°00'06" WEST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°58'54" EAST, A DISTANCE OF 822.65 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°01'11"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 74°57'14" EAST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 21°21'58" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 24°11'07" WEST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 69°44'01" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°01'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 69°22'08" WEST, A DISTANCE OF 129.58 FEET; THENCE SOUTH 20°51'44" EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 69°22'08" WEST, A DISTANCE OF 232.49 FEET; THENCE SOUTH 24°30'13" EAST, A DISTANCE OF 127.26 FEET; THENCE SOUTH 10°41'45" WEST, A DISTANCE OF 133.22 FEET; THENCE SOUTH 40°42'21" WEST, A DISTANCE OF 202.16 FEET; THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.84; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.03 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 0°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET; THENCE SOUTH 16°36'36" WEST, A DISTANCE OF 62.75 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 190.07 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 150.73 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 04°50'36"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 35.01 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 36.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 84.52 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF SOUTH 11°32'08" EAST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.02 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 12°24'05" EAST AND A CHORD DISTANCE OF 5.02 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°01'14" EAST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 225.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18°10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 304.31 FEET; TO THE POINT OF BEGINNING, CONTAINING 97.66 ACRES, MORE OR LESS

Together with

Phase 2B

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18°10'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET; THENCE NORTH 71°49'46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71°49'46" EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.01 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'14"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 12°24'08" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 119.50 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 809.39 FEET; THENCE SOUTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01°32'26" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE 140.00 FEET; THENCE SOUTH 01°32'26" EAST, A DISTANCE OF 384.95 FEET; SOUTH 18°10'14" EAST, A DISTANCE OF 935.73 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49' 46" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 24.44 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDE BY CHORD BEARING OF SOUTH 00°46'49" EAST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 16°36'36" WEST, A DISTANCE OF 18.72 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°28'41" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 12°16'44"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.36 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 22°44'58" WEST AND A CHORD DISTANCE OF 5.35 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 AND A CENTRAL ANGLE OF 16°23'29"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 141.61 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 79°46'17" WEST AND A CHORD DISTANCE OF 141.13 FEET TO A POINT ON SAID CURVE; THENCE NORTH 02°02'07" EAST, A DISTANCE OF 77.22 FEET; THENCE NORTH 18°10'14" WEST, A

DISTANCE OF 50.30 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING. CONTAINING 21.82 ACRES, MORE OR LESS.

Together with

Phase 2C

A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18°10'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71°49'46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 1906.48 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 14°32'52"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 78°18'07" WEST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10°55'26"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23°37'58" WEST AND A CHORD DISTANCE OF 4.76 FEET; THENCE; THENCE SOUTH 72°11'12" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18°10'14' WEST, A DISTANCE OF 87.31 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 225.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18°10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING. CONTAINING 16.91 ACRES, MORE OR LESS.

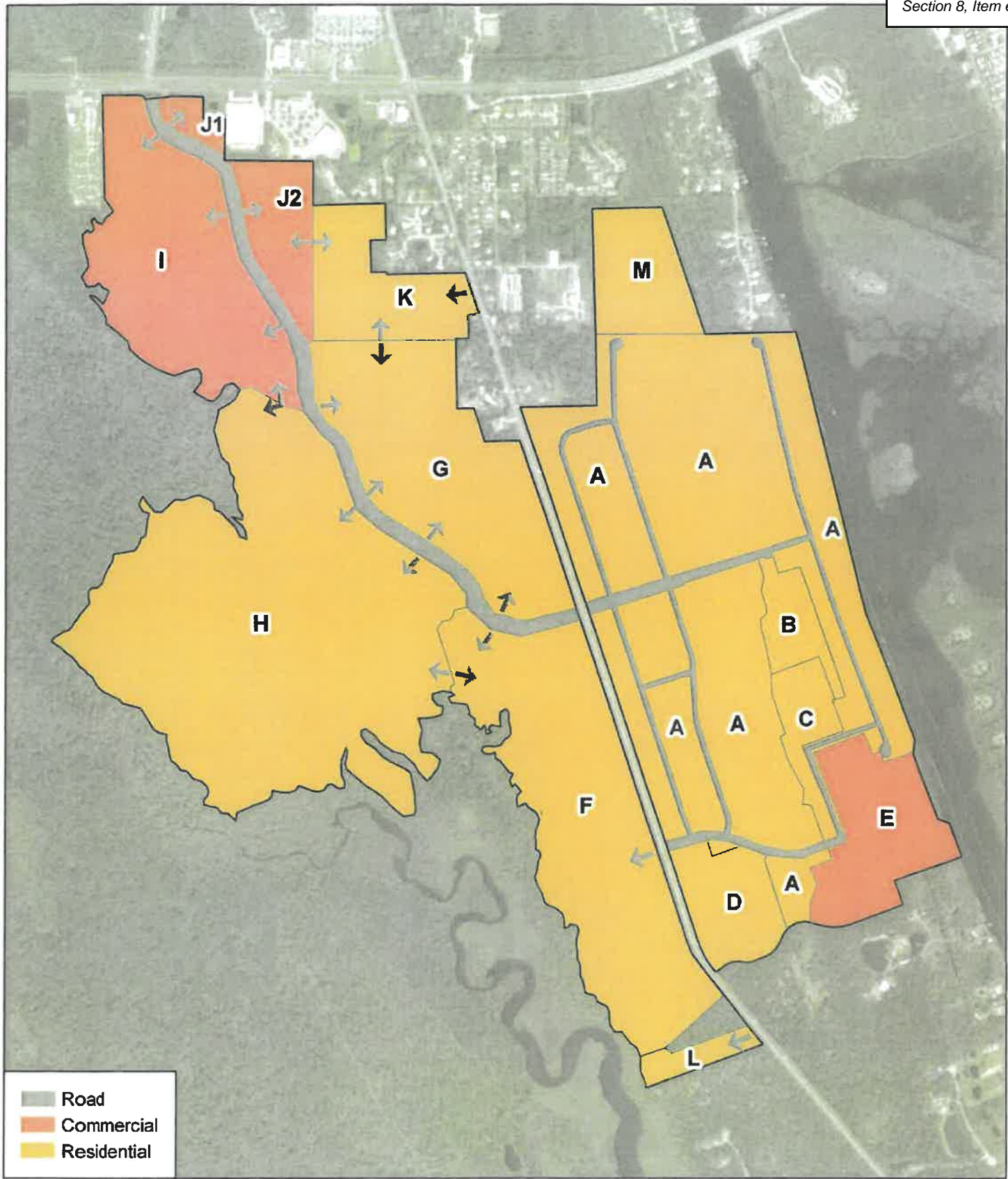


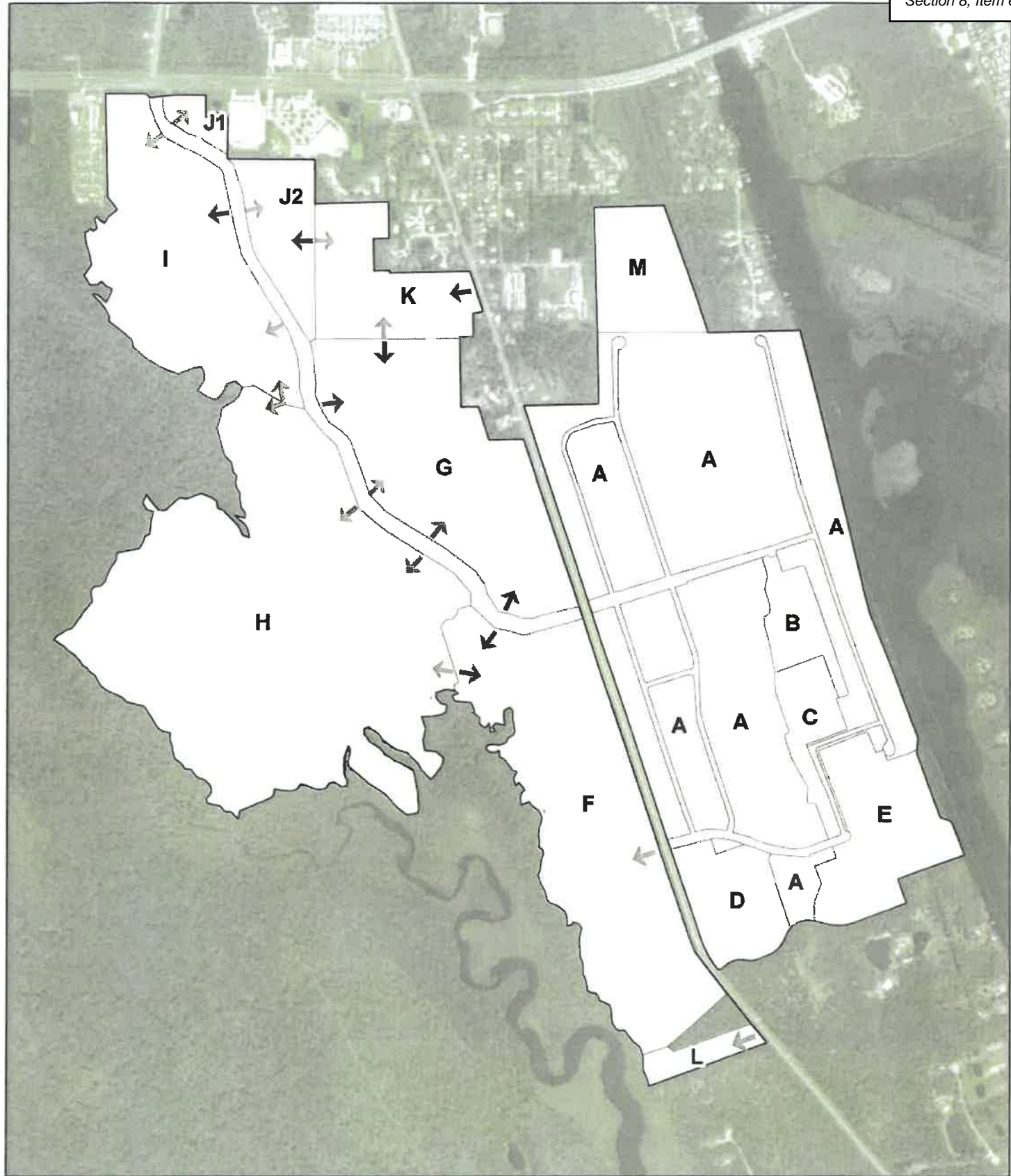
Exhibit "C"

MPD Master Plan
Veranda Bay
Flagler County, Florida

Date: 6-20-24

0 700 1,400 Feet





Date: 6-20-24

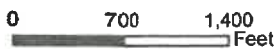
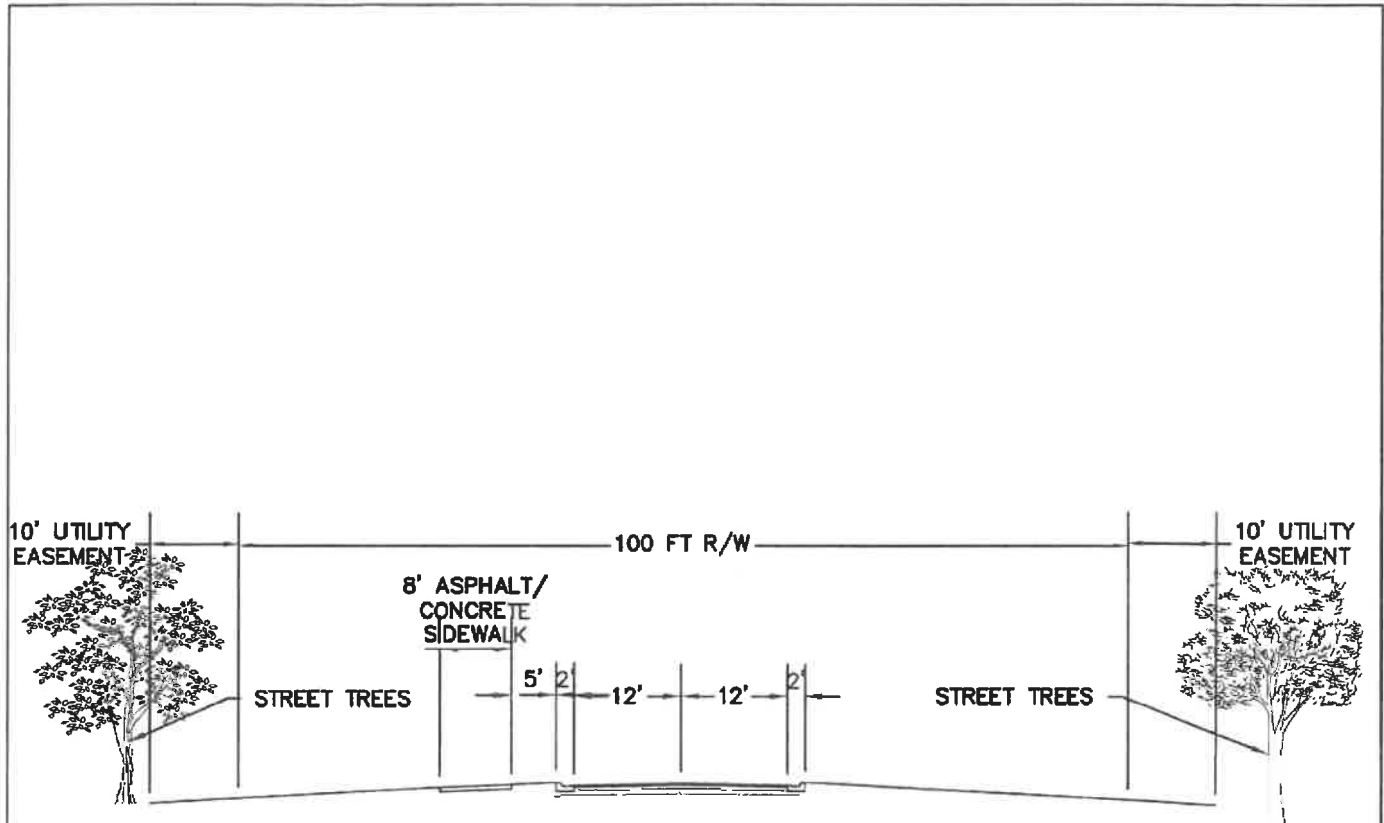


Exhibit "D"
Tract Map
Veranda Bay
Flagler County, Florida





VERANDA BAY SPINE ROAD SECTION

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003810

EXHIBIT E

EXHIBIT "G"



Exhibit "H"

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-Family Detached Housing	1,053	DUs	876	0.832
Recreational Community Center/Clubhouse and Amenity Center	6	KSF	14	2.258
Multifamily Housing (Low-Rise)	1,682	DUs	675	0.401
Yacht Club - Commercial (Strip Retail Plaza (<40k))	10	KSF	52	5.2
Marina	150	Berths	28	0.187
Retail/Commercial/Office	436	KSF	1,156	2.65
Hotel	250	Rooms	135	0.54

Source: Table 08, Trip Generation - PM Peak

	Convert To						
	Single Family Residential	Recreational Community Center	Multi-Family Residential	Yacht Club Commercial	Marina	Retail/Commercial Office	Hotel
Convert From Single-Family Detached Housing	1.000	0.368	2.075	0.160	4.449	0.314	1.541
Recreational Community Center/Clubhouse and Amenity Center	2.714	1.000	5.631	0.434	12.075	0.852	4.181
Multifamily Housing (Low-Rise)	0.482	0.178	1.000	0.077	2.144	0.151	0.743
Yacht Club - Commercial (Strip Retail Plaza (<40k))	6.250	2.303	12.968	1.000	27.807	1.962	9.630
Marina	0.225	0.083	0.466	0.036	1.000	0.071	0.346
Retail/Commercial/Office	3.185	1.174	6.608	0.510	14.171	1.000	4.907
Hotel	0.649	0.239	1.347	0.104	2.888	0.204	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail/Office, multiply 50 * 0.314 =

15,698.00 SF

To convert 10,000 SF Shopping/Retail/Office to Single Family Detached Residential, multiply 10,000/1,000 * 3.185

32.00 Units

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with three (3) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. The use of rock as mulch is prohibited.

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

FRONT YARD PLANTING:

All front yard planting to consist of the following:

- 18' – 24' on average height palm trees
- 5' accent tree
- 14' street tree (minimum 2" caliper) - shade tree
- 3-gallon shrub mass
- 3-gallon groundcover mass
- 1-gallon groundcover mass
- 10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

- 3-gallon foundation hedge
- Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

- 18' – 24' on average height palm trees
- Two - 6' shade trees
- 10-gallon shrub mass
- 3-gallon foundation shrub
- 3-gallon groundcover mass
- 10-gallon accent shrubs

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler - Legal
Po Box 70
Flagler Beach FL 32136-0070

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

12/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/01/2024

Keegan Donovan

Legal Clerk

Kaitlyn Felty

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost: \$1412.24
Tax Amount: \$0.00
Payment Cost: \$1412.24
Order No: 10803312 # of Copies:
Customer No: 464924 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2024-18
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.

The City Commission proposes to adopt Ordinance No. 2024-19
Entitled:

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.

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:

2ND READING: CITY COMMISSION: THURSDAY, DECEMBER 12, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

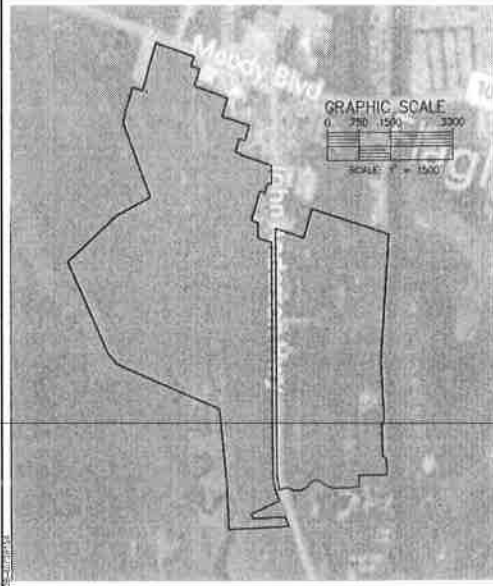
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City’s website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance assigns an Master Planned Development (MPD) zoning designation to the described lands subject to the terms any conditions of the incorporated development agreement. The Ordinance serves the necessary purpose of assigning a zoning designation to lands upon annexation into the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.



STAFF REPORT

Regular City Commission Meeting

December 12, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: December 4, 2024

Item Name: Ordinance 2024-23, and Ordinance of the City of Flagler Beach, Florida, amending the City of Flagler Beach Code of Ordinances, Appendix "A" "Land Development Regulations, Article V, "Development Design Standards" relating to certain fees and charges related to water service; providing for severability; providing for codification, conflicts and effective date - first reading.

Background: This ordinance updates language in Sec. 5.03.02 – Deferment of charges due to broken waterlines, etc. and Sec. 5.03.42 – Access to water meters for city meter readers.

- Sec. 5.03.02 – Remove language that specifies a specific dollar amount for a meter re-read, due to the change in the fee schedule as well as clarification on sewer credit(s) in relation to 'routine pool filling.'
- Sec. 5.03.42 – Incorporating language into this ordinance regarding clearing the perimeter of meters and is subject to a fee specified on the utility billing fee schedule.

Fiscal Impact: None

Staff Recommendation: To approve ordinance 2024-23.

Attachments: Ordinance 2024-23

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ORDINANCE NO. 2024- [redacted]

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY OF FLAGLER BEACH CODE OF ORDINANCES, APPENDIX “A,” “LAND DEVELOPMENT REGULATIONS, ARTICLE V, “DEVELOPMENT DESIGN STANDARDS,” RELATING TO CERTAIN FEES AND CHARGES RELATED TO WATER SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, AND EFFECTIVE DATE.

WHEREAS, in updating its fees for utility services, the City has also conducted a review of its Code related to certain service charges; and

WHEREAS, the City has identified provisions related to water service it desires to clarify; and

WHEREAS, the Code currently requires property owners to keep the area around a water meter clear and accessible; and

WHEREAS, the Code currently allows the City to clear around a meter if it becomes inaccessible; and

WHEREAS, the Code does not currently specify that an account holder may be charged for such clearing; and

WHEREAS, the City has recently adopted a fee in its fee schedule for clearing around meters when the property owner has failed to do so and has also incorporated a fee for meter re-reads making the inclusion of the amount of such fee in the Code of Ordinances unnecessary; and

WHEREAS, the inclusion of the word “routine” before “pool filling” in the prohibition contained Section 5.03.02 against the City allowing credits for certain usage has caused confusion and the City desires to state simply that credits will not be allowed for pool filling and to state that a one time credit may be applied in the instance of a leak; and

WHEREAS, the City Commission finds and determines that adoption of this Ordinance is in the best interest of the residents, businesses, and visitors of Flagler Beach.

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Article V of the City’s Land Development Regulations is amended as follows: (note, underlined text notates additions, strikethrough text notates deletions, and ellipses (***) notate text which remains unchanged and is not reprinted here):

* * *
Sec. 5.03.42. Access to water meters for city meter readers.

43
44 (a) All owners of real property and/or tenants of real property receiving water
45 from the city water system and having a water meter located on their property or the city's
46 right-of-way abutting their property shall be responsible for keeping the area from the edge
47 of the roadway up to and within a two-foot radius of the water meter free of shrubbery,
48 plant life, automobiles, fences and other materials which might prevent ready and
49 convenient access to the water meter by the city meter reader at all times.
50

51 (b) In the event the owners and/or tenant of such real property fails to comply
52 with subsection (a), hereof, authorized city personnel shall have the right to trim or remove
53 shrubbery and plant life and remove or have removed automobiles and other materials from
54 the area of the water meter so that the meter is readily accessible to the meter reader and is
55 free from obstructions which may prevent him from carrying out his authorized duties.
56

57 (c) If the perimeter of a meter is not cleared within thirty (30) days after mailing
58 of written notice to the account holder by the City that such area has not been maintained
59 to the standard of paragraph (a), above), the account holder will be subject to a fee for
60 clearing the area around the meter as specified on the utility billing fee schedule adopted
61 by the City.
62

63 * * *
64 Sec. 5.03.02. Deferment of charges due to broken waterlines, etc.
65

66 In those instances where customers receive utility service bills which are due and
67 payable, but vary from their normal monthly bill as a result of accidental broken waterlines
68 or other plumbing failure or defects, where the water did not enter the sewer system, the
69 city manager may, upon request of the customer, issue a credit for the amount of the sewer
70 flow adjustment. The leak adjustment request must be made on a form approved by the city
71 and include evidence that the leak is now repaired, either by including a paid invoice or a
72 receipt for parts used in the repair. The city will issue no credits for water or sewer charges
73 due to ~~routine~~ pool filling, lawn irrigation, or leaking plumbing fixtures. The city may issue
74 a one-time per calendar year sewer adjustment for a pool fill related to a leak.
75

Commented [HH1]: Added the word pool.

76 If any utility customer questions the monthly reading of their meter, upon customer
77 requests, the city will re-read the customer's water meter to verify the existing reading. A
78 ~~ten-dollar~~ service charge will be added to the customer's account for this service in
79 accordance with the City's adopted utility fee schedule. In any case, where the initial
80 reading is found to be incorrect, or in cases where there is a documented leak and a sewer
81 credit is issued, this charge will be refunded.
82

83 **SECTION THREE. Codification.** It is the intent of the City Commission of the City of
84 Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is
85 granted broad and liberal authority in codifying the provisions of this Ordinance.
86

87 **SECTION FOUR. Conflicts.** In any case where a provision of this Ordinance is found to
88 be in conflict with the provisions of any other ordinance of this City, the conflicting
89 provisions of the previous ordinance shall be repealed and superseded by this Ordinance.

90
91 **SECTION FIVE. Effective date.** This Ordinance shall take effect immediately upon
92 adoption as provided by the Charter of the City of Flagler Beach.

93
94 PASSED ON FIRST READING THIS _____ DAY OF _____, 2024.

95
96 PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

97
98
99 CITY OF FLAGLER BEACH, FLORIDA
100 CITY COMMISSION

101
102 _____
103 Patti King, Mayor

104 ATTEST:

105 _____
106 Penny Overstreet, City Clerk
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108
109