



# City Commission Regular Meeting Agenda

Thursday, May 22, 2025 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 meeting of May 08, 2025.
  - b. Approve one-year contract renewal for the Employee Assistance Program (EAP) provided by Dr. Townsend and Associates
  - c. Approve a Memorandum of Understanding between the City of Flagler Beach and Flagler Strong Inc., for the period May 23, 2025 through May 23, 2026.
7. **General Business**
  - a. Resolution 2025-46. A Resolution of the City of Flagler Beach, Florida, approving a five-year contract with James Moore to provide Independent Auditing Services; providing for conflict and providing an effective date.
  - b. Resolution 2025-47. A Resolution by the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the exhibits of the Bill of Sale attached hereto; providing for conflict and effective date.
  - c. Consider a request for a temporary waiver for a Special Event as regulated by Chapter 4, Article III, Section 4-129 (b) (4) of the Code of Ordinance to allow the dispensing and consumption of alcohol in Veteran's Park for the Centennial Dinner Event.
8. **Public Hearings**
  - a. Ordinance 2025-03 (Second [Final] Reading). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the City's Comprehensive Plan to incorporate make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to affordable housing, energy resources, and resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict;

providing for severability; providing for an effective date.

- b. Ordinance 2025-04 (Second [Final] Reading). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt by reference the Updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element and providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.
- c. Ordinance 2025-08 (First Reading). An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Appendix "A," Land Development Regulations, to specify elevation of manufactured homes in flood hazard areas; to adopt and reformat local amendments to the Florida Building Code; providing for applicability and severability; and providing for an effective date - first reading.

## **9. Staff Reports**

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

## **10. Commission Comments**

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

## **11. Adjournment**

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

[MEET\_FOOT]





## CITY COMMISSION REGULAR MEETING MINUTES

Thursday, May 08, 2025, at 5:30 PM

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

---

**Present:** Mayor Patti King, Chair James Sherman, Vice-Chair Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin, and Deputy City Clerk Kate Settle.

1. **Call the meeting to order:** Chair Sherman called the meeting to order at 5:30 pm
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Mayor King led the pledge to the flag.
3. **Deletions and changes to the agenda:** The agenda was amended to include Resolution 2025-44.

**Public comments regarding items not on the agenda.** Mark Imhoof spoke of a petition from the citizens regarding the golf course. Chair Sherman reminded Mr. Imhoof that Public Comment is for items not on the agenda and to hold his comments until the Golf Course Item is opened.

Daryl Reynolds reported on his efforts with *Keep Florida Beautiful*. He shared his observations regarding the increase in litter, in the area. Garbage cans have decreased. At the walkovers, where there were two trash cans now there is one. He noticed that the construction sites produce more litter, cigarettes and cigars, straws, lids, candy and floss picks. He noted after parades candy and candy wrappers are all over the street. Mr. Reynolds also noted Dollar General no longer has trash cans and now the wrappers of various items from the store are on the streets. He thought if more businesses had trash cans by their facility it may reduce some of the litter.

Rich Phelan feels the city has not been transparent regarding Ocean Palm Golf Course. He reviewed emails he received as part of a records request that contradict each other.

Public comment was closed. Commissioner Cooley responded that he sees his trash on the beach and that is why he joined the Flagler Beach All Stars. He asked the City Manager what had happened to the idea of putting two tippy carts at the top of each walkover.

Mayor King commented on Mr. Phelan's concern regarding transparency. Commissioner Cooley spoke to what happens at the staff level does not get discussed until it is presented to the Commission as an item at an open meeting.

Mr. Martin reported he is working with Mr. Rodrigues. There is a plan to put two tippy carts at each walkover.

### 5. Consent Agenda

- a. Approve the April 24, 2025, Minutes.
- b. Approve a Participant Agreement for Disaster Debris Removal and Disposal Services as part of Flagler County Cooperative Contract 25-RFP-029 and authorize Mayor to sign same.
- c. Renew the term of Patti Powell on the Personnel Advisory Review Board.

Motion by Commissioner Cooley, seconded by Commissioner Belhumeur to approve the consent agenda.

### 6. General Business

- a. **Discussion and possible action regarding golf course operations.** Mr. Martin reviewed the history of the possibility of selling the golf course. Mr. Ryan, current lessee of the Ocean Palm Golf Course, hoped to develop something great for the community. The current golf course is very dated. There is no turf grass out there. He contracted with McKim and Creed regarding stormwater; we are officially permitted for St. Johns, and the golf course will be able to hold more stormwater. The soil has been tested and there are less than 5% nutrients to grow turf grass. He reviewed all the layers involved in growing turf grass. The club house is in disrepair and has been neglected for ten years. He has put in two AC units to try and make it as enjoyable as possible for those still coming to the club house. He shared his new plans for the building, which brought down the total interior square footage to 15,000 square feet from 30,000 square feet. He asked to shut the golf course down to perform maintenance and bring about something beautiful.

The discussion with the Commission included if allowed to shutdown the course, Mr. Ryan should provide the Commission with specific bullet points on what would be accomplished during that period of time; a complete overhaul is necessary, course will be redesigned, since the golf course was designed in the 60s, the equipment has changed making the holes obsolete; timeframe for completion being about seven months; the type of turf will be Seashore Paspalum which is salt and drought tolerant; the current irrigation system is no longer working; funding both public and private; the different people with various expertise lined up to work with Mr. Ryan on the golf course; the golf course will change from 9 to 12 holes; some greens will replicate greens from other courses; following the lease that was assumed; in order to make the funding commitment, Mr. Ryan indicated he would need separation from the City; a misuse application on the greens prior to taking the lease; the need to discuss the agreement before the improvements; available photos; photos of the golf course prior to Mr. Ryan taking over the lease and Mr. Ryan needing to protect his investment.

Public comment was opened. The following citizens came forward to give their concerns, opinions and suggestions: Mark Imhoof, Chris Conklin, Lisa Jordan, Matt Brukholdter, Rich Phelan, Ryan Jones, Melissa (last name not given), Susan Long, Ralph Santore, Paul Mykyta, Karen Peterson, Christy Craig and George Whitfield. Public comment was closed.

Commissioner Belhumeur reported it can never be houses again, can only ever be recreational space. The golf course has cost the City a lot of money over the years. He believes Mr. Ryan is more than capable of turning the property around into a beautiful golf course.

Commissioner Spradley thought if the project goes forward and the City and Mr. Ryan would want to go forward, it will take a gigantic capital investment. If an agreement could be word smithed toward ownership, a list of milestones must occur towards the rebuilding of the course in order for the tenant to buy it. He hoped to see that process develop.

Commissioner Cooley spoke about the years the golf course has been discussed by the City. He did not think the City should be in the business of running a golf course. Commission Cooley has every confidence in Attorney Smith to be able to write deed restrictions in order for it to only be a golf course. He would like to see Mr. Ryan fix it.

Mayor King thinks we all want the same thing, something to be proud of and I think we have the capability of getting there. We need to admit we really don't manage that land well.

Commissioner Cunningham thought it could be patched up and the lease should be upheld and go from there. Commissioner Belhumeur felt he cannot make improvements of any kind unless he shuts it down and the growing season has started.

Chairman Sherman expected more discussion in the Sunshine and will continue the level of communication for everyone. Commissioner Cooley thought the subject of ownership needs to be brought back as an agenda item so we can talk about it. Attorney Smith asked if it would be worthwhile inviting the tenant to submit a proposal to start the negotiation and discussion about particulars. Let the tenant propose what they would like to see to start a conversation.

Mr. Ryan indicated he could get an agreement drafted for them to review.

Chairman Sherman the next step is to pause the operations of the golf course. Attorney Smith was reluctant to pause operations for seven months. Commissioner Spradley suggested one month for a detailed proposal to come to the city triggering time for the Commission to discuss it. Commissioner Cooley asked for 30-day increments. Attorney Smith suggested the end of the month.

Motion by Commissioner Belhumeur, seconded by Commissioner Cooley, we allow a pause of operation at the golf course until the last day of June. The motion carried four to one, after a roll call vote, with Commissioner Cunningham voting no.

The meeting was recessed at 7:10 p.m. The meeting was reconvened at 7:20 p.m.

- b. **Consider a request for a reduction of Lien; City of Flagler Beach v. Butler & Butler Properties, Inc. Code Enforcement Case No. EEN 23-0011 re 3590 S. Ocean Shore Blvd. - Atty. Mark Wolfson Foley & Lardner LLP.** Attorney Smith reviewed the history of the item and the hearings of the Magistrate's involvement with the various owners of the property. The current property owner is the lender and after assuming ownership, they quickly demolished the property. An attorney from Foley and Foley and Lardner, Emily Horner, representing the Lender, advised her client has spent 50,000 dollars to clean up the property. They would prefer to invest in the community as opposed to paying liens. Discussion among the Commission and Mayor was how much of a reduction they were willing to give the lender.

Public comment opened. The following citizens came forward to give their concerns, opinions and suggestions, Rich Phelan, Paul Mykytka and Ralph Santore. Public comment was closed.

Motion by Commissioner Cooley, seconded by Commissioner Spradley to approve a reduction to \$5,625. The motion carried unanimously, after a roll call vote.

- c. **Resolution 2025-44. A Resolution by the City Commission of the City of Flagler Beach to approve the Contract and Change Order No.1 between the City of Flagler Beach and McMahan Construction for Wastewater Sludge Management Improvements; providing for conflict and an effective date.** Attorney Smith read the title into the record. Mr. Martin spoke about the history of the item. They have except the contract and deductive change order. The savings for the City is \$263,789. Motion by Commissioner Belhumeur, seconded by Commission Cooley to approve Resolution 2025-44. Public comments were opened. No comments were received. Public comment was closed. The motion carried unanimously after a roll call vote.

## 7. Public Hearings

- a. **Ordinance 2025-03. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the city's Comprehensive Plan to incorporate make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to affordable housing, energy resources, and resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.** Attorney Smith read the title of the ordinance into the record and the reason for the ordinance. Motion by Commissioner Belhumeur, seconded by Commissioner Spradley to approve Ordinance 2025-03. 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 2025-04. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt by reference the Updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element and providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency,**

**Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.** Attorney Smith read the title of the ordinance into the record. Lupita McClenning spoke to the necessity of the item. It was brought before the PARB. They made the following recommendations: Under Service Area, they recommend striking the reference to "not expanding the service area in 10 years". Under Consumptive Use Permit, we recommend striking the reference to septic tanks. The city has two within the city limits today and they will be removed by the end of the year. The public hearing was opened. No comments were received. The public hearing was closed. Motion by Commissioner Belhumeur, seconded by Commissioner Spradley to approve the ordinance 2025-04 as amended. The motion carried unanimously, after a roll call vote.

- c. **Ordinance 2025-05. An Ordinance of the City of Flagler Beach, Florida, amending Appendix A, Land Development Regulations, Article II, Zoning, Section 2.05.06, "Height Regulations," of the Code of Ordinances, amending the method of determining roof height for certain residential roof-types, including gable, hip, and gambrel roofs, providing for conflicts, providing for severability; and providing an effective date - first reading.** Attorney Smith read the title of the Ordinance into the record. Attorney Smith spoke to the item. The ordinance put a hard cap of the height at 42 ft.

The public hearing was opened. No comments were received. The public hearing was closed.

Motion by Commissioner Spradley, seconded by Commissioner Cooley to approve Ordinance 2025-05. The motion carried unanimously, after a roll call vote.

- d. **Ordinance 2025-06. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending provisions of Appendix "A," Land Development Regulations, relating to Article II, Zoning; amending Section 2.06.02, "Parking," amending the Schedule of Off-Street Parking Requirements; providing for inclusion in the Code of Ordinances;; providing for conflict and providing and effective date hereof - first reading.** Attorney Smith read the title of the resolution into the record. City Planner, Lupita McClenning spoke to the item. The ordinance is aligned to the Florida Building Code and the calculation is based on occupancy and not fixed seating.

The public hearing was opened. No comments were received. The public hearing was closed.

Motion by Commissioner Belhumeur, seconded by Commissioner Spradley to approve Ordinance 2025-06. The motion carried unanimously, after a roll call vote

- e. **Ordinance 2025-07. An Ordinance by the City Commission of the City of the City of Flagler Beach, Florida, amending provisions of Appendix "A," Land Development Regulations, relating to Irrigation System Requirements; amending Section 5.04.00, Landscaping/Trees; providing for inclusion in the Code of Ordinances; providing for conflict and providing an effective date hereof - first reading.** Attorney Smith read the title of the ordinance into the record. Attorney Smith reviewed the history of the item and why the ordinance is removing line 117, which was redundant. Lupita McClenning stated irrigation plan is aligned with St. John's Water Management.

The public hearing was opened. No comments were received. The public hearing was closed.

Motion by Commission Spradley, seconded Commissioner Cooley, to approve Ordinance 2025-07. The motion carried unanimously, after a roll call vote.

## **8. Staff Reports**

- a. City Attorney: Attorney Smith referred to Keep Flagler Beautiful. He asked if they wanted him to draft an ordinance regarding trash receptacles for businesses. It was the consensus of the Commission for Attorney Smith to provide a draft for review.

- b. City Manager: Mr. Martin expressed his sympathies to the Sundell family at the passing of Travis Sundell.

He thanked all for their support during his recovery after surgery.

Mr. Martin has reached out to the County and the other municipalities as to what they are doing for Memorial Day. He hoped to have a Countywide Memorial Day. Mayor King thought it might be appropriate to hold off on such celebrations until after the Pier was completed.

He reported the tickets for the Centennial Dinner will end on May 23 so get your tickets now! The event is on June 14.

## **9. Commission Comments**

### **a. Commission comments, including reports from meetings attended.**

Mayor King thanked Jen and her crew for all their hard work this week.

Mayor King reported on the League of Mayors meeting and reported Mayor Norris of Palm Coast indicated he was in agreement with the Beach Management Plan as proposed.

Commissioner Belhumeur felt the contractors are being disrespectful and would like them to clean up after themselves.

He spoke of the recent reoccurring water main breaks.

Commission Cunningham suggest the company do their own locates and present them to the City before working. The City of Bunnell does it that way.

He felt the swales in the city need to be brought back in shape and he noticed there are no dips in the driveways assisting the flow to the swales.

Commissioner Cooley reported that the same company that was involved in the Water Main Breaks was a company that was not well received in Palm Coast.

He felt the Hotel was not being a good neighbor, not only with trash but closing roads without forewarning.

Commissioner Cooley reminded all that the Hang 8 event is on May 17.

Chairman Sherman expressed his sympathies to the Sundell Family.

### **b. Public comments regarding items not on the agenda.**

Rich Phelan apologized for the accusations he made earlier in the meeting and needed clarification regarding deed restrictions.

## **10. Adjournment:** Motion by Commissioner Cooley to adjourn the meeting at 8:35 p.m.

---

James Sherman, Chairman

---

Kate Settle, Deputy City Clerk



## Staff Report

City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:** Liz Mathis, Human Resources Manager  
**Meeting Date:** May 22, 2025  
**Item Name:** Approve one-year contract renewal for the Employee Assistance Program (EAP) provided by Dr. Townsend and Associates

**Background:**

The Employee Assistance Program (EAP) provides all employees voluntary access to an Employee Assistance Professional for up to 3 visits per year. In addition to supporting employee well-being, the program also serves as a resource for the City to evaluate and assist employees who may have issues that are affecting job performance. Townsend and Associates also conducts new Police and Fire recruit evaluations. The attached renewal agreement reflects no changes to the existing contract terms.

**Fiscal Impact:**

The renewal agreement reflects no changes to the existing contract terms or costs.

**Staff Recommendation:**

Approve the renewal contract for the Employee Assistance Program (EAP) provided by Dr. Townsend and Associates effective 7/01/2025 to 6/30/2026 and approve the Mayor to sign any necessary documents.

**Attachments:**

1. CITY OF FLG BCH 25-26 CONTRACTS

Vanessa Townsend, Psy.D.  
Licensed Psychologist

Steven P. Dingfelder, Ph.D.  
Licensed Psychologist

Michael Meehan, LCSW  
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.  
Licensed Psychologist



Jane Echterling, Ph.D.  
Licensed Psychologist

Stuart Townsend, Psy.D.  
Licensed Psychologist

Ralph Wyman, LMHC  
Licensed Mental Health Counselor

Kelly Weidner, LMHC  
Licensed Mental Health Counselor

# Dr Townsend & Associates

## Comprehensive Counseling Services

### AGREEMENT

This Agreement is made and entered into this 1st day of July, 2025 between Dr. Townsend & Associates, P.A. and the City of Flagler Beach.

Whereas, the City of Flagler Beach wishes to provide an Employee Assistance Program (EAP) for all full-time employees or their family members. Whereas, Dr. Townsend & Associates wishes to provide this program for all full-time employees or their family members.

Now therefore, Dr. Townsend & Associates, P.A. and the City of Flagler Beach do hereby mutually agree to the following:

#### **Dr. Townsend & Associates:**

Will administer an EAP to the City of Flagler Beach full-time employees or their family members who have personal problems. These problems include, but are not limited to alcohol and drug misuse, marital problems, excessive stress, anxiety/panic disorder, depression, and parenting issues.

Will provide the following specific services on behalf of the City of Flagler Beach:

- A. Help in the implementation of the Employee Assistance Program (EAP) policy and procedure.
- B. Assist those employees or their family members who are self-referred, as well as those who are performance/supervisory referred. Referrals will be assisted in identifying their problem(s) and provision of three (3) free counseling visits per employee or family member.
- C. Assure reasonable measures of confidentiality regarding the treatment of the City of Flagler Beach employees via the EAP.
- D. Visit with the City of Flagler Beach Director of Human Resources on request, twice per year.
- E. Offer follow-up refresher training for supervisors once each year, on request from City of Flagler Beach.

9 ST. JOHNS MEDICAL PARK DRIVE, ST. AUGUSTINE, FL 32086 (904)797-2705  
[www.drtownsendandassociates.com](http://www.drtownsendandassociates.com)



Employee Assistance Program Contract (continued)

- F. Provide an appropriately qualified or licensed therapist to work in the diagnosis, evaluation, treatment, and if necessary, the referral of employees or their family member(s).
- G. Provide monthly reports and a summary annual report of the progress of the services provided to The City of Flagler Beach.

**The City of Flagler Beach will:**

- A. Assist Dr. Townsend & Assoc., P.A. in delivering the EAP services to its employees.
- B. Provide on at least a once a year basis a letter to employees and their families indicating the existence of and support for the EAP.
- C. Provide all materials, supplies and clerical staff for the preparation and distribution of pre-program and ongoing program publicity. Brochures, letters, training materials and stamps are but a few of the items covered in this paragraph.
- D. Provide an appropriate area for training as are part of this Contract. This is to include the provision of necessary audio/visual equipment.
- E. Assure each employee that this program will maintain his/her confidentiality.
- F. Provide agreed upon reimbursement to Provider.

**COMPENSATION:**

The services and assistance offered through this Contract will be provided to The City of Flagler Beach for a discounted fee of \$2,500.00 per calendar year. This Contract shall remain in force for a period of one year from July 1, 2025 to June 30, 2026. This contract may be canceled by either party with 60 days written notice.

The above is agreed to by:

\_\_\_\_\_  
City of Flagler Beach

\_\_\_\_\_  
Vanessa Townsend, Psy.D.  
Dr. Townsend & Associates, P.A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Vanessa Townsend, Psy.D.  
Licensed Psychologist

Steven P. Dingfelder, Ph.D.  
Licensed Psychologist

Michael Meehan, LCSW  
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.  
Licensed Psychologist



Stuart Townsend, Psy.D.  
Licensed Psychologist

Ralph Wyman, LMHC  
Licensed Mental Health Counselor

Jane Echterling, Ph.D.  
Licensed Psychologist

Kelly Weidner, LMHC  
Licensed Mental Health Counselor

# Dr Townsend & Associates

## Comprehensive Counseling Services

This Agreement, made and entered into this 1<sup>st</sup> day of July, 2025, between Dr. Townsend & Associates, P.A. hereinafter referred to as Associates and the City of Flagler Beach Police Department herein after referred to as FBPD.

Associates will provide new recruit evaluations consisting of a Personality Assessment Inventory (PAI), Inwald Personality Inventory -2 (IPI-2) and a face-to-face evaluative session with a licensed psychologist.

### COMPENSATION:

The service offered through this Agreement will be provided to the FBPD at a rate of \$300.00 per evaluation per Agreement period. This Agreement shall remain in force for a period of one year from July 1, 2025 through June 30, 2026.

The above is agreed to by:

5/8/25  
Date

[Signature]  
Vanessa Townsend, Psy.D.  
Dr. Townsend & Associates, P.A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Flagler Beach

Vanessa Townsend, Psy.D.  
Licensed Psychologist

Steven P. Dingfelder, Ph.D.  
Licensed Psychologist

Michael Meehan, LCSW  
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.  
Licensed Psychologist



Stuart Townsend, Psy.D.  
Licensed Psychologist

Ralph Wyman, LMHC  
Licensed Mental Health Counselor

Jane Echterling, Ph.D.  
Licensed Psychologist

Kelly Weidner, LMHC  
Licensed Mental Health Counselor

# Dr Townsend & Associates

## Comprehensive Counseling Services

This Agreement, made and entered into this 1<sup>st</sup> day of July, 2025, between Dr. Townsend & Associates, P.A. hereinafter referred to as Associates and the City of Flagler Beach Fire Department herein after referred to as FBFD.

Associates will provide new recruit evaluations consisting of a Personality Assessment Inventory (PAI), Inwald Personality Inventory -2 (IPI-2) and a face-to-face evaluative session with a licensed psychologist.

### COMPENSATION:

The service offered through this Agreement will be provided to the FBFD at a rate of \$350.00 per evaluation per Agreement period. This Agreement shall remain in force for a period of one year from July 1, 2025 through June 30, 2026.

The above is agreed to by:

5/8/25  
Date

[Signature]  
Vanessa Townsend, Psy.D.  
Dr. Townsend & Associates, P.A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Flagler Beach



## Staff Report

### City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:** Dale Martin, City Manager  
**Meeting Date:** May 22, 2025  
**Item Name:** Approve a Memorandum of Understanding between the City of Flagler Beach and Flagler Strong Inc., for the period May 23, 2025 through May 23, 2026.

#### **Background:**

Annually, the City renews the Memorandum of Understanding with Flagler Strong, Inc. Flagler Strong has continued to provide services to City residents via their volunteers with disaster preparedness and relief. The City is fortunate to have the services Flagler Strong provides and desires to continue the partnership.

#### **Fiscal Impact:**

No fiscal impact.

#### **Staff Recommendation:**

Staff recommends approval of the Memorandum of Understanding between the City of Flagler Beach and Flagler Strong.

#### **Attachments:**

1. Flagler Strong MOU

## MEMORANDUM OF UNDERSTANDING

This proposed Agreement by and between the City of Flagler Beach, a Florida Municipal Corporation (the "City") and Florida Strong, Inc., a Florida not-for-profit organization (the "Organization").

**WHEREAS**, Flagler Strong began to form in 2016 in the aftermath of Hurricane Matthew; and,

**WHEREAS**, Flagler Strong has incorporated as a 501(c)(3) organization dedicated to disaster preparedness, disaster relief, citizens of and business owners in Flagler Beach relief, and the restoration and beautification of Flagler Beach; and,

**WHEREAS**, the City desires to engage citizens in voluntary efforts that can be constructively organized to assist the City with recovery operations and other desirable civic goals; and,

**WHEREAS**, the City appreciates and desires to partner with organizations such as Flagler Strong to further the goals of the City and build a better, stronger community;

**NOW, THEREFORE, BE IT RESOLVED THAT BOTH THE CITY AND FLAGLER STRONG DESIRE TO COOPERATE IN VARIOUS PROJECTS AND RESOLVE TO:**

Section 1. Recognize Flagler Strong as an official organization that can assist during volunteer efforts in a declared disaster.

Section 2. That the Parties establish this Memorandum of Understanding to coordinate and operate within the Flagler Strong Charter in order to achieve various community goals as directed by the City Commission from time to time.

Section 3. That the City Manager is hereby authorized to represent the City and its ongoing interests as a liaison to Flagler Strong for said purpose.

Section 4. This Agreement is made between the two organizations and will be reviewed and renewed every year as long as Flagler Strong exists as a recognized 501(c)(3) organization.

This Memorandum of Understanding is duly approved by the City of Flagler Beach City Commission on this, the 22<sup>nd</sup> day of May, 2025.

For Flagler Strong:

For Flagler Beach

---

Tracy Callahan-Hennessey, President

---

Patti King, Mayor



## Staff Report

### City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:** Hollie Harlan, Finance Director  
**Meeting Date:** May 22, 2025  
**Item Name:** Resolution 2025-46. A Resolution of the City of Flagler Beach, Florida, approving a five-year contract with James Moore to provide Independent Auditing Services; providing for conflict and providing an effective date.

#### Background:

The City's contract with James Moore (an independent auditor) concluded with the completion of the 2024 audit (presented to the City Commission in April). City staff posted a Request for Proposals on April 1, 2025, for the fiscal year ending September 30, 2025 and optional services for four subsequent years. The submission deadline for proposals was April 24, 2025.

Three proposals were submitted: CRI, James Moore, and Powell & Jones. An Evaluation Committee comprised of the Mayor and two City Commissioners (Cunningham, Spradley) independently scored the submittals and met on Wednesday, May 14 to review and recommend a selection to the City Commission.

#### Fiscal Impact:

The proposal from James Moore has a base fee of \$51,500 for Fiscal Year 2025 (City, Community Redevelopment Agency, Single Audit) and a \$3,000 escalator for each successive year through Fiscal Year 2029.

#### Staff Recommendation:

Staff recommends approval of Resolution 2025-46.

#### Attachments:

1. 2025-46 with exhibit

**RESOLUTION NO. 2025-46**

**A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A FIVE-YEAR CONTRACT WITH JAMES MOORE & CO. TO PROVIDE INDEPENDENT AUDITING SERVICES, PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach, Florida is required to undergo annual independent financial audits in accordance with applicable state and federal laws and accounting standards; and

**WHEREAS**, the City conducted a competitive selection process to identify a qualified firm to perform these services, and James Moore & Co. was determined to be the most qualified and responsive bidder based on experience, expertise, and cost-effectiveness; and

**WHEREAS**, the proposed agreement with James Moore & Co. covers the five-year period from September 30, 2025 through September 30, 2029, with a change in auditor, not firm, after completion of the third audit year and subject to annual performance reviews and compliance with the terms of the agreement; and

**WHEREAS**, the City Commission finds that entering into a long-term agreement with James Moore & Co. will provide continuity, promote fiscal transparency, and support efficient financial management practices; and

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

**SECTION 1.** The City Commission hereby approves the contract attached hereto as Exhibit "A" with James Moore & Co. to provide independent auditing services for the five-year period beginning September 30, 2025, and ending September 30, 2029.

**SECTION 2. Effective Date.** This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 22<sup>nd</sup> day of May 2025.

City of Flagler Beach, Florida

Attest:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk





May 15, 2025

To the Honorable Mayor and City Commissioners,  
City of Flagler Beach, Florida:

You have requested that we audit the financial statements of the governmental activities and each major fund of Flagler Beach Community Development Agency (the CRA) as of September 30, 2025, 2026, 2027, 2028 and 2029, and for the years then ended, and the related notes to the financial statements, which collectively comprise the CRA's financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

#### **Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

As part of an audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:



- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Reporting**

We will issue a written report upon completion of our audit of the CRA's financial statements. Our report will be addressed to the governing body of the CRA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
4. For taking prompt action when instances of noncompliance are identified;
5. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
6. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
7. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the CRA and others from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that the CRA expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and

- e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
8. For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
  9. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  10. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  11. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  12. For informing us of any known or suspected fraud affecting the CRA involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
  13. For the accuracy and completeness of all information provided;
  14. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
  15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, if applicable, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### **Additional Examination Engagements**

You have requested that we examine the CRA's compliance for the fiscal years ended September 30, 2025, 2026, 2027, 2028 and 2029, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Sections 163.387(6) and (7), Florida Statutes, *Redevelopment Trust Fund*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the CRA complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the CRA complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the CRA's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the CRA complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the CRA's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from management for the purpose of the examination; and
  - c. Unrestricted access to persons within the CRA from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of the CRA's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### Nonattest Services

We will perform the following nonattest services: preparation of financial statements. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the CRA. However, we will provide advice and recommendations to assist management of the CRA in performing its responsibilities. The CRA's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Hollie Harlan) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the CRA with regard to different matters, but the CRA must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Webb Shephard is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports. It is understood and agreed, per direction from the City, that a different engagement partner will be assigned to lead the audit services following the completion of the audit for year 3 of this five-year engagement.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

| <u>Year Ending<br/>September 30,</u> | <u>CRA<br/>Audit Fee</u> |
|--------------------------------------|--------------------------|
| 2025                                 | \$5,000                  |
| 2026                                 | \$5,250                  |
| 2027                                 | \$5,500                  |
| 2028                                 | \$5,750                  |
| 2029                                 | \$6,000                  |

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the CRA's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

This engagement may be renewed for additional periods at the option of both parties in conjunction with any renewals options per our primary engagement letter for the audit of the City of Flagler Beach, Florida's financial statements. Any renewals will be evidenced by a new engagement letter. All other applicable terms and conditions of our primary engagement letter are hereby incorporated into this engagement. Should any terms conflict, the terms outlined in the primary engagement letter shall prevail.

It is acknowledged by both parties that the audit requirement for the CRA was established by Chapter 2019-163, Laws of Florida, which amended Section 163.387(8), Florida Statutes, to require an audit for all community redevelopment agencies with a total of revenues or expenditures in excess of \$100,000. Should this requirement not apply to the CRA in a given year, whether due to the financial activity of the CRA or an additional modification to the applicable statutes, the terms of this engagement letter shall not apply unless agreed upon by both parties.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the CRA's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

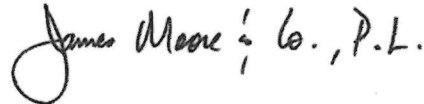


In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter hereby incorporates any overall engagement terms outlined in the primary engagement letter for the CRA audit that have not been addressed herein.

We appreciate the opportunity to be of service to the CRA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Flagler Beach, Florida

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

## Report on the Firm's System of Quality Control

April 23, 2024

To the Members of  
James Moore & Co., P.L.  
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Warren, Stone & Associates, LLC*

Warren, Stone & Associates, LLC

May 15, 2025

To the Honorable Mayor and City Commissioners,  
City of Flagler Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagler Beach, Florida (the City) as of September 30, 2025, 2026, 2027, 2028 and 2029, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules



3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)

**Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

**Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing

concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

#### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects,



and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### **Additional Examination Engagements**

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2025, 2026, 2027, 2028 and 2029, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

#### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

#### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from management for the purpose of the examination; and
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

#### *Reporting*

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

#### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable), preparation of annual financial report (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Hollie Harlan) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Webb Shephard is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports. It is understood and agreed, per direction from the City, that a different engagement partner will be assigned to lead the audit services following the completion of the audit for year 3 of this five-year engagement.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

| <u>Year Ending<br/>September 30,</u> | <u>Financial<br/>Statement<br/>Audit Fee</u> | <u>Single Audit Fee<br/>Per Major<br/>Program<br/>(if applicable)</u> |
|--------------------------------------|----------------------------------------------|-----------------------------------------------------------------------|
| 2025                                 | \$42,500                                     | \$4,000                                                               |
| 2026                                 | \$45,000                                     | \$4,250                                                               |
| 2027                                 | \$47,500                                     | \$4,500                                                               |
| 2028                                 | \$50,000                                     | \$4,750                                                               |
| 2029                                 | \$52,500                                     | \$5,000                                                               |

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.



We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2029, new engagements can be entered into for up to two additional five-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such

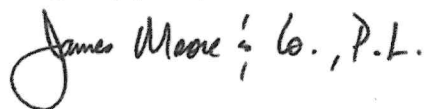
City of Flagler Beach, Florida  
May 15, 2025  
Page 11

information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of Flagler Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Flagler Beach, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

## Report on the Firm's System of Quality Control

April 23, 2024

To the Members of  
James Moore & Co., P.L.  
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Warren, Stone & Associates, LLC*

Warren, Stone & Associates, LLC

**Attachment A James Moore and Co., P.L.  
Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.
5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.



6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.



9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.
10. **Tax Services** – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:
- a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
  - b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service ("IRS"), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
  - c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services ("SSTs") issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 ("Circular 230") along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
  - d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
  - e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
  - f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
  - g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
  - h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
  - i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.
  - j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. Furthermore, the law imposes substantial penalties on taxpayers and tax advisors for failure to disclose tax shelters on Form 8271, Investor Reporting of a Tax Shelter Registration Number. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.

- k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.
- l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.
- m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.
- n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Statement of Work.
- o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.
- p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.
- q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.
- r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.
- s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.
- t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.
- u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

- v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.
  - w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.
  - x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.
  - y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.
  - z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.
11. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product and (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct as described in 24 below. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.
14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at [JMCO.com/privacy-policy/](http://JMCO.com/privacy-policy/)
15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
16. **Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.
17. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.



18. **Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
19. **Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
20. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**
21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.
22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for



Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.
24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.
25. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.

28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.
29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.
30. **Corporate Transparency Act/Beneficial Ownership Reporting** – Beginning January 1, 2024, some entities are required to make filings disclosing beneficial ownership interests. These filings are frequently due within thirty days of some transactions. Violations of these reporting obligations are subject to serious punishment. Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. You agree that we shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.
31. **Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



## Staff Report

### City Commission Regular Meeting

May 22, 2025



**To:** City Commission  
**From:** Dale Martin, City Manager  
**Meeting Date:** May 22, 2025  
**Item Name:** Resolution 2025-47. A Resolution by the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the exhibits of the Bill of Sale attached hereto; providing for conflict and effective date.

#### Background:

On January 31, 2007, the City entered into a Settlement Agreement with Flagler County, the City of Palm Coast, and the Gardens at Hammock Beach Property Owners Association (the "Settlement Agreement"). The Settlement Agreement resolved disputes between the parties related to provision of water and sewer services and the project then known as "The Gardens" and now known as "Veranda Bay" was included in the City's service area. As part of the settlement agreement, the Gardens at Hammock Beach Property Owners Association agreed to transfer certain water and sewer infrastructure to the City upon completion. The successor in interest to Gardens at Hammock Beach Property Owners Association is Gardens at Hammock Beach Community Development District (the "CDD").

This infrastructure discussed herein is related to that portion of the development already approved by Flagler County and under construction and this acceptance has no relationship to the annexation and development discussions with Veranda Bay.

City staff has reviewed the infrastructure being dedicated to the City and has no concerns regarding its acceptance.

The City Commission is requested to approve acceptance of the Bill of Sale attached hereto as the Exhibits and authorize the Mayor to sign the formal acceptance of same. To reiterate, this acceptance is unrelated to annexation and deals with actual pipes in the ground. Since the pipes are personal property, a bill of sale is utilized rather than a deed. The exhibit will be updated with the OR and page numbers from the recording, and the improvement exhibits will be distributed when received.

#### Fiscal Impact:

The City Clerk will record the documents and pay any associated document stamps and recording fee.

**Staff Recommendation:**

Staff recommends approval of Resolution 2025-47.

**Attachments:**

1. 2025-47 with exhibits

**RESOLUTION NO. 2025-47**

**A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE DEDICATION OF INFRASTRUCTURE FROM GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT; VERANDA BAY PHASE 1 THROUGH 3 AS DEPICTED IN THE EXHIBITS OF THE BILL OF SALE ATTACHED HERETO; PROVIDING FOR CONFLICT AND EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach entered into a Settlement Agreement with Flagler County, Palm Coast and the Hammock Beach Property Owners Association in 2007 related to “service area”; and

**WHEREAS**, the City’s service area includes The Gardens now known as Veranda Bay; and

**WHEREAS**, the successor of the Gardens at Hammock Beach Property Owners Association is the Gardens at Hammock Beach Community Development District (the “CDD”); and

**WHEREAS**, the CDD agreed to transfer certain water and sewer infrastructure to the City upon completion.

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

**SECTION 1.** The City Commission accepts the infrastructure described in the Exhibits of this Resolution and Bill of Sale to operate and maintain.

**SECTION 2. Effective Date.** This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 22<sup>nd</sup> day of May, 2025.

City of Flagler Beach, Florida

Attest:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk



May 6, 2025

City of Flagler Beach  
Post Office Box 70  
Flagler Beach, FL 32136

RE: Acquisition of Assessment Area One, Stormwater, Potable Water, Utility  
Connections, and Roads

Dear Sir or Madam,

We are writing to request that the City of Flagler Beach ("City") acquire from Gardens at Hammock Beach Community Development District (the "District") the public infrastructure improvements and/or work product set forth in detail in **Exhibit A** attached hereto. The Developer created the Improvements and/or Work Product in Assessment Area One (as defined in the Engineer's Report) consistent with the District's *Gardens at Hammock Beach Community Development District Supplemental Engineer's Report – Phase 1-3 Tract* dated April 2024, and the Improvements and/or Work Product are now complete.

As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the City so that the City may begin operating and maintaining the improvements.

Sincerely,

**Gardens at Hammock Beach Community  
Development District**

By: 

Clint Smith, Chairman

Date: 5/13/2025

**ACKNOWLEDGED AND AGREED TO BY:**  
City of Flagler Beach

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

### Description of Improvements to be Acquired

Those components of Veranda Bay Phase 2B as recorded on the Plat of Veranda Bay Phase 2B in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_ and Veranda Bay Phase 2C as recorded on the Plat of Veranda Bay Phase 2C in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

### Construction Costs of Capital Improvements

**Exhibit A**  
**Veranda Bay 2B & 2C**  
**Flagler Beach, FL**

| DESCRIPTION                                     | QTY   | UNIT | UNIT PRICE    | TOTAL                  |
|-------------------------------------------------|-------|------|---------------|------------------------|
| <b>1</b> <u>SANITARY SEWER SYSTEM</u>           |       |      |               |                        |
| A. 10" PVC MAINS SDR-26                         |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 940   | LF   | \$ 48.00      | \$ 45,120.00           |
| 2. 6' - 8' DEEP                                 | 1,074 | LF   | \$ 57.00      | \$ 61,218.00           |
| 3. 8' - 10' DEEP                                | 843   | LF   | \$ 72.00      | \$ 60,696.00           |
| 4. 10' - 12' DEEP                               | 1,132 | LF   | \$ 86.00      | \$ 97,352.00           |
| 5. 12' - 14' DEEP                               | 746   | LF   | \$ 117.00     | \$ 87,282.00           |
| 6. 14' - 16' DEEP                               | 671   | LF   | \$ 140.00     | \$ 93,940.00           |
| B. 8" PVC MAINS SDR-26                          |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 66    | EA   | \$ 39.00      | \$ 2,574.00            |
| 2. 6' - 8' DEEP                                 | 541   | EA   | \$ 54.00      | \$ 29,214.00           |
| C. SANITARY SEWER SERVICE                       | 124   | EA   | \$ 1,120.00   | \$ 138,880.00          |
| D. PRECAST MANHOLES                             |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 2     | EA   | \$ 5,670.00   | \$ 11,340.00           |
| 2. 6' - 8' DEEP                                 | 4     | EA   | \$ 5,940.00   | \$ 23,760.00           |
| 3. 8' - 10' DEEP                                | 6     | EA   | \$ 7,120.00   | \$ 42,720.00           |
| 4. 10' - 12' DEEP                               | 3     | EA   | \$ 9,340.00   | \$ 28,020.00           |
| 5. 12' - 14' DEEP                               | 2     | EA   | \$ 12,360.00  | \$ 24,720.00           |
| 6. 14' - 16' DEEP                               | 4     | EA   | \$ 19,630.00  | \$ 78,520.00           |
| E. LIFT STATION                                 | 1     | LS   | \$ 430,900.00 | \$ 430,900.00          |
| F. FORCE MAIN                                   |       |      |               |                        |
| 1. 6" PVC DR-18                                 | 920   | LF   | \$ 32.00      | \$ 29,440.00           |
| 2. 6" GATE VALVES                               | 2     | EA   | \$ 1,930.00   | \$ 3,860.00            |
| <b>SANITARY SEWER SYSTEM SUBTOTAL .....</b>     |       |      |               | <b>\$ 1,358,356.60</b> |
| <b>2</b> <u>WATER DISTRIBUTION SYSTEM</u>       |       |      |               |                        |
| A. POTABLE WATERMAIN                            |       |      |               |                        |
| 1. 12" HDPE DIRECTIONAL DRILL                   | 80    | LF   | \$ 294.00     | \$ 23,520.00           |
| 2. 10" PVC DR-18                                | 1,175 | LF   | \$ 61.00      | \$ 71,675.00           |
| 3. 8" PVC DR-18                                 | 5,370 | LF   | \$ 50.00      | \$ 268,500.00          |
| 4. 10" GATE VALVE                               | 4     | EA   | \$ 4,420.00   | \$ 17,680.00           |
| 5. 8" GATE VALVE                                | 12    | EA   | \$ 2,980.00   | \$ 35,760.00           |
| 6. FIRE HYDRANT AND VALVE                       | 12    | EA   | \$ 7,120.00   | \$ 85,440.00           |
| 7. FITTINGS                                     | 1     | LS   | \$ 30,000.00  | \$ 30,000.00           |
| 8. 2" BLOWOFF ASSEMBLY                          | 6     | EA   | \$ 2,180.00   | \$ 13,080.00           |
| B. POTABLE WATER SERVICE                        |       |      |               |                        |
| 1. 1" SINGLE SERVICE LONG SIDE                  | 59    | EA   | \$ 1,270.00   | \$ 74,930.00           |
| 2. 1" SINGLE SERVICE SHORT SIDE                 | 65    | EA   | \$ 990.00     | \$ 64,350.00           |
| <b>WATER DISTRIBUTION SYSTEM SUBTOTAL .....</b> |       |      |               | <b>\$ 696,905.00</b>   |
| REUSE DISTRIBUTION SYSTEM                       |       |      |               |                        |
| A. REUSE MAINS                                  |       |      |               |                        |
| 1. CONNECT TO EXISTING 10" REUSE                | 1     | EA   | \$ 8,400.00   | \$ 8,400.00            |
| 2. 12" PVC DR - 18                              | 2,400 | LF   | \$ 72.00      | \$ 172,800.00          |
| 3. 12" GATE VALVE                               | 3     | EA   | \$ 4,970.00   | \$ 14,910.00           |
| 4. 8" PVC DR-18                                 | 5,670 | LF   | \$ 48.00      | \$ 272,160.00          |
| 5. 8" GATE VALVE                                | 12    | EA   | \$ 2,980.00   | \$ 35,760.00           |
| 6. FITTINGS                                     | 1     | LS   | \$ 34,940.00  | \$ 34,940.00           |
| 7. 2" BLOWOFF ASSEMBLY                          | 7     | EA   | \$ 2,180.00   | \$ 15,260.00           |
| B. REUSE SERVICE                                |       |      |               |                        |
| 1. 1" SINGLE SERVICE LONG SIDE                  | 58    | EA   | \$ 1,290.00   | \$ 74,820.00           |
| 2. 1" SINGLE SERVICE SHORT SIDE                 | 66    | EA   | \$ 90.00      | \$ 65,340.00           |
| <b>REUSE DISTRIBUTION SYSTEM SUBTOTAL .....</b> |       |      |               | <b>\$ 694,390.00</b>   |
| <b>WATER DISTRIBUTION SYSTEM SUBTOTAL .....</b> |       |      |               | <b>\$1,391,295.00</b>  |
| <b>GRAND TOTAL .....</b>                        |       |      |               | <b>\$2,749,651.60</b>  |

May 6, 2025

City of Flagler Beach  
Post Office Box 70  
Flagler Beach, FL 32136

RE: Acquisition of Assessment Area One, Stormwater, Potable Water, Utility  
Connections, and Roads

Dear Sir or Madam,

We are writing to request that the City of Flagler Beach ("City") acquire from Gardens at Hammock Beach Community Development District (the "District") the public infrastructure improvements and/or work product set forth in detail in **Exhibit A** attached hereto. The Developer created the Improvements and/or Work Product in Assessment Area One (as defined in the Engineer's Report) consistent with the District's *Gardens at Hammock Beach Community Development District Supplemental Engineer's Report – Phase 1-3 Tract* dated April 2024, and the Improvements and/or Work Product are now complete.

As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the City so that the City may begin operating and maintaining the improvements.

Sincerely,

**Gardens at Hammock Beach Community  
Development District**

By: 

Clint Smith, Chairman

Date: 5-13-2025

**ACKNOWLEDGED AND AGREED TO BY:**  
City of Flagler Beach

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### Description of Improvements to be Acquired

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

### Construction Costs of Capital Improvements

#### Sanitary Sewer – Veranda Bay Phase 1B & 1C

|    | Description of Installation          | Quantity | Unit | Price Per Unit | Total Cost Paid by Developer |
|----|--------------------------------------|----------|------|----------------|------------------------------|
| 1  | Sanitary Sewer 8 in SDR26 PVC 0-6    | 218      | lf   | \$58.00        | \$12,644.00                  |
| 2  | Sanitary Sewer 8 in SDR26 PVC 6-8    | 210      | lf   | \$64.60        | \$13,566.00                  |
| 3  | Sanitary Sewer 10 in SDR26 PVC 0-6   | 368      | lf   | \$70.67        | \$26,006.56                  |
| 4  | Sanitary Sewer 10 in SDR26 PVC 6-8   | 532      | lf   | \$74.54        | \$39,655.28                  |
| 5  | Sanitary Sewer 10 in SDR26 PVC 8-10  | 1500     | lf   | \$78.97        | \$118,455.00                 |
| 6  | Sanitary Sewer 10 in SDR26 PVC 10-12 | 380      | lf   | \$84.17        | \$31,984.60                  |
| 7  | Sanitary Sewer 10 in SDR26 PVC 12-14 | 550      | lf   | \$96.40        | \$53,020.00                  |
| 8  | Sanitary Sewer Services              | 90       | ea   | \$3,021.10     | \$271,899.00                 |
| 9  | Sanitary Sewer Manhole Adjustments   |          | ea   | \$0.00         | \$0.00                       |
| 10 | Sanitary Sewer Manhole 0-6           | 4        | ea   | \$7,655.91     | \$30,623.64                  |
| 11 | Sanitary Sewer Manhole 6-8           | 4        | ea   | \$8,714.01     | \$34,856.04                  |
| 12 | Sanitary Sewer Manhole 8-10          | 3        | ea   | \$9,933.81     | \$29,801.43                  |
| 13 | Sanitary Sewer Manhole 10-12         | 1        | ea   | \$11,194.37    | \$11,194.37                  |
|    |                                      |          |      |                | \$673,705.92                 |



**Potable Water – Veranda Bay Phase 1B & 1C**

|   | Description of Installation    | Quantity | Unit | Price Per Unit | Total Cost Paid by Developer |
|---|--------------------------------|----------|------|----------------|------------------------------|
| 1 | Water 2 in PE                  | 300      | lf   | \$25.41        | \$7,623.00                   |
| 2 | Water 4 in DR18                | 200      | lf   | \$34.65        | \$6,930.00                   |
| 3 | Water 8 in DR18                | 4160     | lf   | \$58.58        | \$243,692.80                 |
| 4 | Water Fittings & Fire Hydrants | 1        | ls   | \$207,327.97   | \$207,327.97                 |
| 5 | Water Services                 | 90       | ea   | \$2,311.99     | \$208,079.10                 |
|   |                                |          |      |                | \$673,652.87                 |

## **BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that **Gardens at Hammock Beach Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **City of Flagler Beach, Florida, a municipal corporation existing under the laws of the State of Florida**, ("City") whose address is Post Office Box 70, Flagler Beach, Florida 32136, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit and as described in **Exhibit "A"**:

Those components of Veranda Bay Phase 2B as recorded on the Plat of Veranda Bay Phase 2B in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_ and Veranda Bay Phase 2C as recorded on the Plat of Veranda Bay Phase 2C in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

**TO HAVE AND TO HOLD** all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

**AND** the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Signatures on Following Pages]

Gardens at Hammock Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: Clt + Smith  
Print: Clint Smith  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 13 day of May, 2025 by Clint Smith, as Chairman of Gardens at Hammock Beach Community Development District, on behalf of the Company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Karolyn N. Sheekey  
Notary Public, State of \_\_\_\_\_  
Name: \_\_\_\_\_



**EXHIBIT A**

**Description of Improvements to be Acquired**

**Exhibit A**  
**Veranda Bay 2B & 2C**  
**Flagler Beach, FL**

| DESCRIPTION                                     | QTY   | UNIT | UNIT PRICE    | TOTAL                  |
|-------------------------------------------------|-------|------|---------------|------------------------|
| <b>1</b> <u>SANITARY SEWER SYSTEM</u>           |       |      |               |                        |
| A. 10" PVC MAINS SDR-26                         |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 940   | LF   | \$ 48.00      | \$ 45,120.00           |
| 2. 6' - 8' DEEP                                 | 1,074 | LF   | \$ 57.00      | \$ 61,218.00           |
| 3. 8' - 10' DEEP                                | 843   | LF   | \$ 72.00      | \$ 60,696.00           |
| 4. 10' - 12' DEEP                               | 1,132 | LF   | \$ 86.00      | \$ 97,352.00           |
| 5. 12' - 14' DEEP                               | 746   | LF   | \$ 117.00     | \$ 87,282.00           |
| 6. 14' - 16' DEEP                               | 671   | LF   | \$ 140.00     | \$ 93,940.00           |
| B. 8" PVC MAINS SDR-26                          |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 66    | EA   | \$ 39.00      | \$ 2,574.00            |
| 2. 6' - 8' DEEP                                 | 541   | EA   | \$ 54.00      | \$ 29,214.00           |
| C. SANITARY SEWER SERVICE                       | 124   | EA   | \$ 1,120.00   | \$ 138,880.00          |
| D. PRECAST MANHOLES                             |       |      |               |                        |
| 1. 0' - 6' DEEP                                 | 2     | EA   | \$ 5,670.00   | \$ 11,340.00           |
| 2. 6' - 8' DEEP                                 | 4     | EA   | \$ 5,940.00   | \$ 23,760.00           |
| 3. 8' - 10' DEEP                                | 6     | EA   | \$ 7,120.00   | \$ 42,720.00           |
| 4. 10' - 12' DEEP                               | 3     | EA   | \$ 9,340.00   | \$ 28,020.00           |
| 5. 12' - 14' DEEP                               | 2     | EA   | \$ 12,360.00  | \$ 24,720.00           |
| 6. 14' - 16' DEEP                               | 4     | EA   | \$ 19,630.00  | \$ 78,520.00           |
| E. LIFT STATION                                 | 1     | LS   | \$ 430,900.00 | \$ 430,900.00          |
| F. FORCE MAIN                                   |       |      |               |                        |
| 1. 6" PVC DR-18                                 | 920   | LF   | \$ 32.00      | \$ 29,440.00           |
| 2. 6" GATE VALVES                               | 2     | EA   | \$ 1,930.00   | \$ 3,860.00            |
| <b>SANITARY SEWER SYSTEM SUBTOTAL</b> .....     |       |      |               | <b>\$ 1,358,356.60</b> |
| <b>2</b> <u>WATER DISTRIBUTION SYSTEM</u>       |       |      |               |                        |
| A. POTABLE WATERMAIN                            |       |      |               |                        |
| 1. 12" HDPE DIRECTIONAL DRILL                   | 80    | LF   | \$ 294.00     | \$ 23,520.00           |
| 2. 10" PVC DR-18                                | 1,175 | LF   | \$ 61.00      | \$ 71,675.00           |
| 3. 8" PVC DR-18                                 | 5,370 | LF   | \$ 50.00      | \$ 268,500.00          |
| 4. 10" GATE VALVE                               | 4     | EA   | \$ 4,420.00   | \$ 17,680.00           |
| 5. 8" GATE VALVE                                | 12    | EA   | \$ 2,980.00   | \$ 35,760.00           |
| 6. FIRE HYDRANT AND VALVE                       | 12    | EA   | \$ 7,120.00   | \$ 85,440.00           |
| 7. FITTINGS                                     | 1     | LS   | \$ 30,000.00  | \$ 30,000.00           |
| 8. 2" BLOWOFF ASSEMBLY                          | 6     | EA   | \$ 2,180.00   | \$ 13,080.00           |
| B. POTABLE WATER SERVICE                        |       |      |               |                        |
| 1. 1" SINGLE SERVICE LONG SIDE                  | 59    | EA   | \$ 1,270.00   | \$ 74,930.00           |
| 2. 1" SINGLE SERVICE SHORT SIDE                 | 65    | EA   | \$ 990.00     | \$ 64,350.00           |
| <b>WATER DISTRIBUTION SYSTEM SUBTOTAL</b> ..... |       |      |               | <b>\$ 696,905.00</b>   |
| REUSE DISTRIBUTION SYSTEM                       |       |      |               |                        |
| A. REUSE MAINS                                  |       |      |               |                        |
| 1. CONNECT TO EXISTING 10" REUSE                | 1     | EA   | \$ 8,400.00   | \$ 8,400.00            |
| 2. 12" PVC DR - 18                              | 2,400 | LF   | \$ 72.00      | \$ 172,800.00          |
| 3. 12" GATE VALVE                               | 3     | EA   | \$ 4,970.00   | \$ 14,910.00           |
| 4. 8" PVC DR-18                                 | 5,670 | LF   | \$ 48.00      | \$ 272,160.00          |
| 5. 8" GATE VALVE                                | 12    | EA   | \$ 2,980.00   | \$ 35,760.00           |
| 6. FITTINGS                                     | 1     | LS   | \$ 34,940.00  | \$ 34,940.00           |
| 7. 2" BLOWOFF ASSEMBLY                          | 7     | EA   | \$ 2,180.00   | \$ 15,260.00           |
| B. REUSE SERVICE                                |       |      |               |                        |
| 1. 1" SINGLE SERVICE LONG SIDE                  | 58    | EA   | \$ 1,290.00   | \$ 74,820.00           |
| 2. 1" SINGLE SERVICE SHORT SIDE                 | 66    | EA   | \$ 90.00      | \$ 65,340.00           |
| <b>REUSE DISTRIBUTION SYSTEM SUBTOTAL</b> ..... |       |      |               | <b>\$ 694,390.00</b>   |
| <b>WATER DISTRIBUTION SYSTEM SUBTOTAL</b> ..... |       |      |               | <b>\$1,391,295.00</b>  |
| <b>GRAND TOTAL</b> .....                        |       |      |               | <b>\$2,749,651.60</b>  |



## **BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that **GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **City of Flagler Beach, Florida, a municipal corporation existing under the laws of the State of Florida**, ("City") whose address is Post Office Box 70, Flagler Beach, Florida 32136, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit and as described in Exhibit "A":

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

**TO HAVE AND TO HOLD** all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

**AND** the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Signatures on Following Pages]

GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special-purpose  
government established pursuant to  
Chapter 190, Florida Statutes

By: [Signature]  
Print: Clint Smith  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by (☒) physical presence or (☐)  
online notarization this 13 day of May, 2025 by Clint Smith, as Chairman  
of **Gardens at Hammock Beach Community Development District**, on behalf of the Company.  
He (☒) is personally known to me or (☐) has produced \_\_\_\_\_ as  
identification.

[Signature]  
Notary Public, State of FL  
Name: \_\_\_\_\_



## EXHIBIT A

### Description of Improvements to be Acquired

Those components of Veranda Bay Phase 1B as recorded on the Plat of Veranda Bay Phase 1B in Plat Book 41, Pages 11 through 15 and Veranda Bay Phase 1C as recorded on the Plat of Veranda Bay Phase 1C in Plat Book 41, Pages 16 through 20, of the Public Records of Flagler County, Florida, and within the attendant access easements, specifically consisting of potable water systems, sanitary sewer systems, and appurtenances constructed in connection therewith.

#### Veranda Bay Phase 1B & 1C Sewer

|    |                                      |      |    |             |              |
|----|--------------------------------------|------|----|-------------|--------------|
| 1  | Sanitary Sewer 8 in SDR26 PVC 0-6    | 218  | lf | \$58.00     | \$12,644.00  |
| 2  | Sanitary Sewer 8 in SDR26 PVC 6-8    | 210  | lf | \$64.60     | \$13,566.00  |
| 3  | Sanitary Sewer 10 in SDR26 PVC 0-6   | 368  | lf | \$70.67     | \$26,006.56  |
| 4  | Sanitary Sewer 10 in SDR26 PVC 6-8   | 532  | lf | \$74.54     | \$39,655.28  |
| 5  | Sanitary Sewer 10 in SDR26 PVC 8-10  | 1500 | lf | \$78.97     | \$118,455.00 |
| 6  | Sanitary Sewer 10 in SDR26 PVC 10-12 | 380  | lf | \$84.17     | \$31,984.60  |
| 7  | Sanitary Sewer 10 in SDR26 PVC 12-14 | 550  | lf | \$96.40     | \$53,020.00  |
| 8  | Sanitary Sewer Services              | 90   | ea | \$3,021.10  | \$271,899.00 |
| 9  | Sanitary Sewer Manhole Adjustments   |      | ea | \$0.00      | \$0.00       |
| 10 | Sanitary Sewer Manhole 0-6           | 4    | ea | \$7,655.91  | \$30,623.64  |
| 11 | Sanitary Sewer Manhole 6-8           | 4    | ea | \$8,714.01  | \$34,856.04  |
| 12 | Sanitary Sewer Manhole 8-10          | 3    | ea | \$9,933.81  | \$29,801.43  |
| 13 | Sanitary Sewer Manhole 10-12         | 1    | ea | \$11,194.37 | \$11,194.37  |

\$673,705.92

#### Veranda Bay Phase 1B & 1C Water

|   |                                |      |    |              |              |
|---|--------------------------------|------|----|--------------|--------------|
| 1 | Water 2 in PE                  | 300  | lf | \$25.41      | \$7,623.00   |
| 2 | Water 4 in DR18                | 200  | lf | \$34.65      | \$6,930.00   |
| 3 | Water 8 in DR18                | 4160 | lf | \$58.58      | \$243,692.80 |
| 4 | Water Fittings & Fire Hydrants | 1    | ls | \$207,327.97 | \$207,327.97 |
| 5 | Water Services                 | 90   | ea | \$2,311.99   | \$208,079.10 |

\$673,652.87



## Staff Report

### City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:** Dale Martin, City Manager  
**Meeting Date:** May 22, 2025  
**Item Name:** Consider a request for a temporary waiver for a Special Event as regulated by Chapter 4, Article III, Section 4-129 (b) (4) of the Code of Ordinance to allow the dispensing and consumption of alcohol in Veteran's Park for the Centennial Dinner Event.

#### Background:

As part of the City's Centennial Celebration, the City is sponsoring a Community Dinner on Saturday, June 14, in Veterans Park. The event will highlight and promote several City restaurants. Additional businesses participating include Flagler Beachfront Winery, Coquina Coast Brewing Co., Uncork'd, and Tony's Wine Cabana. These additional businesses will offer "point-of-sale" alcoholic beverages during the Community Dinner. When arriving and registering at the dinner, guests will receive an "age appropriate" wristband to allow for the purchase of alcohol. Veterans Park will be secured with a perimeter fence to restrict alcohol consumption on-site.

#### Fiscal Impact:

All transactions will be directly between the dinner guest and the appropriate provider.

#### Staff Recommendation:

Staff recommends City Commission approval of the requested waiver.

#### Attachments:

1. Sec.\_4\_129.\_\_\_Temporary\_waivers\_from\_certain\_Code\_provisions. (1)

---

#### **Sec. 4-129. Temporary waivers from certain Code provisions.**

- (a) The city commission may grant temporary waivers from the provisions of this Code as provided herein. Such waivers shall apply for the duration of the special event permit unless the city commission includes a shorter duration for the temporary waiver as a condition of approval of the waiver. In no event shall a waiver granted herein apply beyond the duration of the special event permit. The city commission shall not grant a temporary waiver to any provision of this Code not specifically contained herein.
- (b) The provisions of this Code for which waivers may be granted and the criteria for granting such waivers are:
  - (1) A temporary waiver of the prohibition of or special exception requirement for temporary structures provided in the section 2.04.02.8 and from the location and lot coverage restrictions provided in section 2.06.08.4.1 shall be granted upon a showing by competent substantial evidence that:
    - a. The flow of pedestrian and vehicular traffic on the subject property will not be negatively impacted;
    - b. No temporary structures located on the subject property will be located in relationship to a street or highway in such a manner as to cause threats to vehicular or public safety;
    - c. Trees and vegetation located on the subject property will not be removed or destroyed as a result of locating temporary structures on the subject property; and
    - d. Temporary structures shall not exceed the height limitations provided for the zoning district in which they are located.
  - (2) A temporary waiver from the number of required off-street parking spaces required by section 2.06.02.1(2) may be granted upon a showing by competent substantial evidence that:
    - a. Adequate parking exists on the property on which the special event shall occur or the applicant provides a signed temporary parking agreement to use off-site off-street parking within walking distance to the special event; and
    - b. The special event is timed in such a manner that the use of on-site off-street parking and/or off-site off-street parking would not cause existing uses of such properties to be deficient in required parking spaces during the business or operating hours of such uses; the owner of the property or tenant engaged in the permitted use shall be required to execute a sworn affidavit stating its business or operating hours in order to establish this criterion is met.
  - (3) A temporary waiver from the prohibition on concessions on the beach provided in section 6-1 shall be granted upon a showing by competent substantial evidence that:
    - a. The concessions shall not impede pedestrian access and traffic on the beach;
    - b. The concessions shall not impede emergency vehicle access to or on the beach; and
    - c. The applicant will adequately collect, contain and remove trash and solid waste from the beach during the special event; said plan shall contain an agreement between the city and the applicant that the applicant shall be responsible for providing, emptying and removing trash containers included in the applicant's plan.
  - (4) A temporary waiver from the prohibition on consumption and dispensing alcoholic beverages in public parks and recreation areas and upon the municipal pier provided in sections 6-73 and 6-27 shall be granted upon a showing by competent substantial evidence that:
    - a. All necessary licenses for any sale or distribution of alcoholic beverages have been or will be obtained;



- 
- b. The applicant will take appropriate measures to ensure compliance with section 4-111 herein; and
  - c. The consumption of alcoholic beverages with comply with all other federal, state and local laws and regulations.
- (5) A temporary waiver from the prohibition on blocking streets, sidewalks and public places provided in section 14-11 shall be granted upon a showing by competent substantial evidence that:
- a. The blocking of the street, sidewalk or public place will not create a public safety hazard;
  - b. Effective and convenient detour routes exist;
  - c. The detouring of vehicular and/or pedestrian traffic will not create public safety hazards on detour routes; and
  - d. Appropriate signage will be placed by the applicant to warn vehicular and pedestrian of the blockage and notify vehicular and pedestrian traffic of detour routes.
- (c) Upon written request of the applicant the city commission shall conduct a quasi-judicial hearing to consider waivers of certain provisions of this Code. The applicant's request for a hearing to consider waivers shall include: the Code provisions for which a waiver is sought, the specific activity for which the waiver is needed and a sworn statement explaining how the criteria for the requested waiver stated herein are or will be satisfied. At the hearing on the request for waivers the city commission shall hear testimony related to the criteria for waiver stated herein from the applicant, city staff and the public. After receiving testimony the city commission may grant the requested waiver in full or in part, grant the requested waiver with conditions or deny the requested waiver. The city commission's decision shall be based on competent substantial evidence received at the hearing.

(Ord. No. 2014-06, § 1, 3-13-14)



## Staff Report

City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:** Lupita McClenning, Planner  
**Meeting Date:** May 22, 2025  
**Item Name:** Ordinance 2025-03 (Second [Final] Reading). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the City's Comprehensive Plan to incorporate make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to affordable housing, energy resources, and resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.

**Background:**

This item passed First Reading at the May 08, 2025, City Commission Regular Meeting.

**Fiscal Impact:**

No fiscal impact.

**Staff Recommendation:**

Staff recommends approval of Ordinance 2025-03 on Final Reading.

**Attachments:**

1. 2025-03 First Reading
2. BIS 2025-03 Comp Plan
3. Affidavit of publication Ordinance 2025-03 and 2025-04

## **ORDINANCE 2025-03**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Flagler Beach, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

**WHEREAS**, Section 163.3191, Florida Statutes, requires that local governments evaluate their comprehensive development plans to determine if plan amendments are necessary to reflect changes in state requirements; and

**WHEREAS**, Section 163.3191, Florida Statutes, requires that local governments who have determined that plan amendments are necessary to reflect changes in state requirements transmit the amendments to the state land planning agency; and

**WHEREAS**, on May 6, 2025, the Planning and Architectural Review Board sitting as the local planning agency for the city, recommended transmittal of the amendments to the comprehensive plan of the city; and

**WHEREAS**, the City Commission desires to adopt the amendments to the current comprehensive plan to guide and control the future development of the city, and to preserve, promote, and protect the public health, safety, and welfare.

**WHEREAS**, on May 22, 2025 the Flagler Beach City Commission authorized transmittal of the proposed plan amendments to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF FLAGLER BEACH, FLORIDA:

### **SECTION 1. APPROVAL**

The City of Flagler Beach Comprehensive Plan is hereby amended as set forth on Exhibit "A".

### **SECTION 2. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN**

The City Commission hereby finds and determines that the approval of the amendments is consistent with the goals, objectives and policies of the City of Flagler Beach Comprehensive Plan as amended.

### **SECTION 3. ENFORCEMENT**

The city may enforce this Ordinance as authorized by law.

### **SECTION 4. REPEAL**

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

### **SECTION 5. SEVERABILITY**

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

### **SECTION 6. 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 uses 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.

This Ordinance was adopted in regular meeting after its second reading this \_\_\_ day of May, 2025.

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"

[Note: Underline Text represents language to be added to the Comprehensive Plan, ~~strikethrough text~~ represents deletions, and ellipses (. . . or \* \* \*) represent portions of the Comprehensive Plan that are not reprinted here and which remain unchanged].

\* \* \*

**GOAL B.** Allow Mixed-Use Residential Development projects in commercial and industrial land uses in accordance with applicable Florida Statutes if the project includes affordable housing as defined in Section 166.04151, .

**Goal C.** To the extent required by the Florida Live Local Act, allow for administrative approval of multi-family and mixed-use residential development by developers of affordable housing as defined in Section 166.04151, Florida Statutes.<sup>1</sup>

**Policy C.1** In accordance with the Act, a developer must demonstrate they have the capacity to sustain affordability of the project and have resources available for determining income eligibility of future residents and ensure affordability thresholds are maintained.

**Policy C.1.2.** Update and maintain information on the City's website regarding Live Local procedures and policies as set forth in Section 166.04151, Florida Statutes.

**Policy C.1.3.** Certain development utilizing the Live Local Act are not required to obtain a rezoning, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, or density described in the Live Local Act.

---

<sup>1</sup> As of 2025, the Live Local Act requires the City to administratively approve multi-family and mixed-use development if:

1. The property is zoned for commercial, industrial, or mixed use;
2. A minimum of 40% of the residential rental units are affordable to households 120% of area median income or below for a period of at least 30 years;
3. For mixed use developments - at least 65% of the development's total square footage must be residential.

**Policy C.1.4.** To the extent provided by Section 166.04151, Florida Statutes, the density of an affordable residential rental multi-family or mixed-use development may not be restricted below the highest allowed density on any City land where residential land use is allowed.

**Policy C.1.5.** To the extent provided by Section 166.04151, Florida Statutes, the height of an affordable residential rental multi-family or mixed-use development may not be restricted below the highest allowed height for a commercial or residential development located in the city which is 35'.

**Policy C.1.6.** Pursuant to Section 166.04151, Florida Statutes, the City is encouraged to reduce parking requirements for affordable housing.

**Policy C.1.7.** To the extent prohibited by Section 166.0451, Florida Statutes, to avoid is limiting the Floor Area Ratio (FAR) for affordable housing, as defined by said statute, below 150%, or such other percentage as the statute may be amended to provide, of the highest currently allowed FAR in the City.

**Policy C.1.8.** Live Local Act projects must adhere to all other limitations and requirements contained in the City's Comprehensive Plan, Land Development Code regulations, building code, and other regulations such as flood plain regulations and requirements to connect to City water and sewer service.

**Policy C.1.9.** Land to be developed utilizing Live Local must be zoned for commercial, industrial uses, or mixed-use. Planned Developments (PUDs) that allow commercial uses, industrial uses or mixed-uses qualify under Live Local.

\* \* \*

**Policy A.1.1.4** To the extent required by Section 163.32051, Florida Statutes, floating solar facilities are to be a permitted use in the appropriate land use category in local comprehensive plan, future land use element; mainland Highway Commercial or Industrial Land Use categories.

**Senate Bill 1624/House Bill 1645 Energy Resources –**

**Policy A.1.1.5** To the extent required by Section 163.3210, resiliency facilities are to be a permitted use in commercial, manufacturing, and industrial land use categories and local development regulations are not to conflict with resiliency facility citing.



## **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.*

### **ORDINANCE NO. 2025-03**

An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the city's Comprehensive Plan to incorporate make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to affordable housing, energy resources, and resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; 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 law<sup>1</sup> 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.

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:

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

Ordinance 2025-03 incorporates references to certain recently passed State legislation.

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 have any direct economic impact on private, for profit businesses in the City. The ordinance will not have any regulatory costs nor costs of compliance for businesses. The ordinance does not create any new fees or charges on businesses.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

The City does not expect any businesses in the City to be impacted by the proposed ordinance.

Serial Number  
25-00120F

# Observer

You. Your Neighbors. Your Neighborhood.  
[PalmCoastObserver.com](http://PalmCoastObserver.com)

Palm Coast Observer  
Published Weekly  
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Meeting

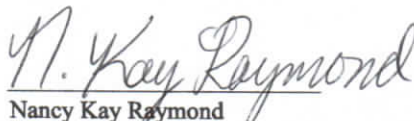
in the matter of May 6th, May 8th, May 22nd

in the Court, was published in said newspaper by print in the

issues of 5/1/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

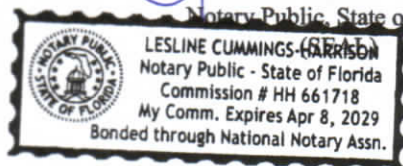
\*This Notice was placed on the newspaper's website and [floridapublicnotices.com](http://floridapublicnotices.com) on the same day the notice appeared in the newspaper.

  
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

1st day of May, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



**PUBLIC NOTICE**  
The City of Flagler Beach proposes to adopt the following ordinances entitled:  
**ORDINANCE NO. 2025-03**  
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE AND MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.  
**ORDINANCE NO. 2025-04**  
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY 163.317, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT AND PROVIDING FOR UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.  
Public Hearings will be conducted to consider the amendments as follows:  
Planning & Architectural Review Board meeting Tuesday, May 6, 2025, at 5:30 p.m. or soon thereafter  
First Reading, Flagler Beach City Commission Meeting Thursday, May 8, 2025, at 5:30 p.m. or soon thereafter  
Second Reading, Flagler Beach City Commission Meeting Thursday, May 22, 2025, at 5:30 p.m. or soon thereafter  
The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 6:00 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.  
May 1 25-00120F



## Staff Report

### City Commission Regular Meeting

May 22, 2025



**To:** City Commission  
**From:** Lupita McClenning, Planner  
**Meeting Date:** May 22, 2025  
**Item Name:** Ordinance 2025-04 (Second [Final] Reading). An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt by reference the Updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element and providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.

#### Background:

This item was approved as amended on First Reading at the May 08, 2025, City Commission Regular Meeting. The Water Facilities Plan (Exhibit "A") has been amended to reflect the motion adopted at the First Reading.

#### Fiscal Impact:

The fiscal impact is identified in the City's Capital Improvement Plan: approximately \$40,000,000 for Wastewater Treatment Plant improvements over the next three years.

#### Staff Recommendation:

Staff recommends approval of Ordinance 2025-04 on Final Reading.

#### Attachments:

1. BIS 2025-04 Water Facilities
2. 2025-04 w exhibits 2nd reading (1)

## **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.*

### **ORDINANCE NO. 2025-04**

An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt by reference the Updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element and providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; 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 law<sup>1</sup> 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.

---

<sup>1</sup> 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:

Ordinance 2025-04 adopts the City's updated Water Facilities Work Plan and related policies and incorporates same into the City's Comprehensive Development Plan.

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 have any direct economic impact on private, for profit businesses in the City. The ordinance will not have any regulatory costs nor costs of compliance for businesses. The ordinance does not create any new fees or charges on businesses.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

The City does not expect any businesses in the City to be impacted by the proposed ordinance.



ORDINANCE NO. 2025-04  
COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT PROVIDING FOR UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS**, the State Legislature of the State of Florida has mandated that all municipalities adopt comprehensive plans to regulate development and planning with regard to land within their corporate limits; and

**WHEREAS**, all amendments to the comprehensive development plan must be adopted in accordance with detailed procedures which must be strictly followed; and

**WHEREAS**, Subsection 163.3167(9), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

**WHEREAS**, Subsection 163.3177(4)(a), Florida Statutes, requires the city to coordinate its local Comprehensive Plan with the Northeast Florida Regional Planning Council (NEFRPC) Regional Water Plan; and

**WHEREAS**, Subsection 163.3177(6)(c), Florida Statutes, requires local governments to prepare and adopt an updated Water Facilities Supply Plan and to amend their comprehensive plans within 18 months after the St. Johns River Management District approves the Northeast Florida Regional Planning Council (NEFRPC) Water Plan Update; and,

**WHEREAS**, the St. Johns River Water Management District approved the Northeast Florida Regional Water Supply Plan Update on December 12, 2023; and,

**WHEREAS**, the CITY OF FLAGLER BEACH, Florida, has carefully prepared amendments to its comprehensive plan pursuant to sub-section 163.3177(6)(c), Florida Statutes, in order to adopt amendments or revisions in conformance with the adopted Water Supply Facilities Work Plan; and

**WHEREAS**, the purpose of the Capital Improvements Element is to demonstrate the fiscal feasibility of the City's Comprehensive Plan accomplished by estimating costs of improvements, analysis of the City's fiscal capability to finance and construct improvements, and adoption of financial policies to guide funding.

**WHEREAS**, the goal for Capital Improvements is to provide the necessary capital facilities to meet current infrastructure deficiencies and to accommodate future growth concurrent with demonstrated infrastructure needs in a timely and fiscally sound manner.

**WHEREAS**, the Five-year Schedule of Capital Improvements is required for identification and to ensure that the goals, objectives and policies established in the Capital Improvements Element are met or exceeded and contain the project description, location, determination of consistency, and projected costs and revenue sources needed to construct the project.

**WHEREAS**, the CITY OF FLAGLER BEACH has held all duly required public hearings; both prior to submission of the proposed amendment of the plan to the State Land Planning Agency, Department of Economic Opportunity and after the proposed amendment of the plan was returned to the CITY OF FLAGLER BEACH, in accordance with Chapter 163.3184, Florida Statutes; and

**WHEREAS**, the City Commission desires to adopt the updated Work Plan along with amendments to the current comprehensive plan to guide and control the future development of Flagler Beach, and to preserve, promote and protect the public health, safety and welfare;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA, THAT:**

**Section 1:** The whereas clauses are hereby incorporated as true and correct findings of fact of the City COMMISSION.

**Section 2:** The CITY OF FLAGLER BEACH hereby adopts by reference, the

updated Water Facilities Supply Work Plan which is attached hereto and incorporated herein as Exhibit "A". The CITY OF FLAGLER BEACH's Comprehensive Plan is hereby amended by adopting water supply related amendments to its current Comprehensive Plan; which amendments are set forth in Exhibit "B" and made a part hereof. These amendments specifically amend by adding Objectives and Policies to its Public Facilities Element; and amend the Capital Improvement Element with an updated Five-year Capital Improvement Schedule.

**Section 3:** A copy of the Comprehensive Plan, as amended, shall be kept on file in the office of the City Clerk, CITY OF FLAGLER BEACH, Florida.

**Section 4:** The Planning and Zoning Department is hereby directed to transmit three copies of the amendments hereby adopted to the State Land Planning Agency, Department of Economic Opportunity; the NE Florida Regional Planning Council, and to any other unit of local government who has filed a written request for a copy, within 10 working days after adoption, in accordance with Section 163.3184(3)(b), Florida Statutes.

**Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6:** Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 7:** Effective Date. The effective date of this ordinance amending the City's Comprehensive Plan shall be 31 days after the State Land Planning Agency notifies the City that the plan amendment package is complete. No development orders dependent on this amendment may be issued or commence before the effective date of this ordinance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless become effective by the City Commission's adoption of an ordinance affirming its effective status, a copy of which ordinance shall be sent to the State Land Planning Agency, Department of Economic Opportunity. If timely challenged, this amendment shall not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**APPROVED** on first reading after due public notice and hearing the 8<sup>th</sup> of May 2025.

**ADOPTED** on second reading after due public notice and public hearing this 22<sup>nd</sup> day of May 2025.

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

10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Prepared by  
City of Flagler Beach  
and  
Meade and Hunt

Adopted May 22, 2025  
Ordinance 2025-04

# 2025-2035 Water Supply Facilities Work Plan City of Flagler Beach

May 2025





|                                                                                                            |           |
|------------------------------------------------------------------------------------------------------------|-----------|
| 1. Introduction .....                                                                                      | 1         |
| 2. Potable Water Supplier Information .....                                                                | 2         |
| 21 Service Area and Agreements .....                                                                       | 2         |
| 22 Potable Water System and Consumptive Use Permit .....                                                   | 4         |
| 2.2.1 Well Capacity .....                                                                                  | 4         |
| 3. Water Demand and Supply .....                                                                           | 6         |
| 31 Population Projection .....                                                                             | 6         |
| 3.1.1 Historical Demand and Population.....                                                                | 6         |
| 32 Level Of Service Standard (LOS) and Water Supply Concurrency .....                                      | 9         |
| 33 CUP Allocation / Water Supply Projection .....                                                          | 9         |
| 4. Nonpotable Water Supplier Information .....                                                             | 10        |
| 41 Reuse Water Practices .....                                                                             | 10        |
| 4.1.1 Service Area Inventory.....                                                                          | 10        |
| 4.1.2 Reuse Demand .....                                                                                   | 10        |
| 5. Water Supply and Facility Capacity Projects – Alternative and Traditional; Potable and Non-Potable..... | 11        |
| 51 Distribution System Interconnects .....                                                                 | 11        |
| 52 WWTP Upgrades .....                                                                                     | 11        |
| 53 Wellfield Expansion.....                                                                                | 11        |
| 6. Water Source Protection Practices.....                                                                  | 11        |
| 7. Water Conservation .....                                                                                | 11        |
| 8. Capital Improvements.....                                                                               | 12        |
| Table 2-1: Well Inventory .....                                                                            | 4         |
| Table 3-1: Historical Water Demand.....                                                                    | 6         |
| Table 3-2: City's Historical Population Growth .....                                                       | 6         |
| Table 3-3: City's Projected Population Growth .....                                                        | 7         |
| Table 3-4: Historic Per Capita Demand .....                                                                | 7         |
| Table 3-5: Water Use by Category .....                                                                     | 8         |
| Table 3-6: Historical and Projected Annual Average Water Use by Category .....                             | 8         |
| Table 3-7: Projected and Permitted Annual Withdrawals .....                                                | 9         |
| Figure 2-1: Potable Water Service Area .....                                                               | 3         |
| Figure 2-2: Existing Wells .....                                                                           | 5         |
| <b>APPENDIX A .....</b>                                                                                    | <b>13</b> |

## 1. Introduction

The North Florida Regional Water Supply Plan (2020-2045) [NFRWSP] was approved by the St. Johns River Water Management District's (SJRWMD's) Governing Board on December 12, 2023. The NFRWSP was developed as part of the North Florida Regional Water Supply Partnership in coordination with the Suwannee River Water Management District. In accordance with Section 163.3177(6)(c), Florida Statutes (F.S.), local governments within the NFRWSP area are required to amend their comprehensive plans to include a new or updated Water Supply Facilities Work Plan (WSFWP) within 18 months after the governing board approves an updated RWSP. A WSFWP and its related comprehensive plan amendment identify and plan for the water supply sources and facilities needed to serve existing and new development within a local government's water service area.

The planning period reflected in this WSFWP is 2025-2035. At a minimum, it will be necessary to update the WSFWP prior to the end of the planning period, or at such time as SJRWMD updates the NFRWSP. Public Facilities Element Policy D.1.7.1 contains enabling language that incorporates the WSFWP into the Comprehensive Plan as Appendix A of the Public Facilities Element. Intergovernmental Coordination Element policies G.1.4.4, G.1.4.5, G.1.4.6, G.1.4.7 contain enabling language to ensure maintenance of the work plan and coordination of the City's Comprehensive Plan with SJRWMD's NFRWSP.

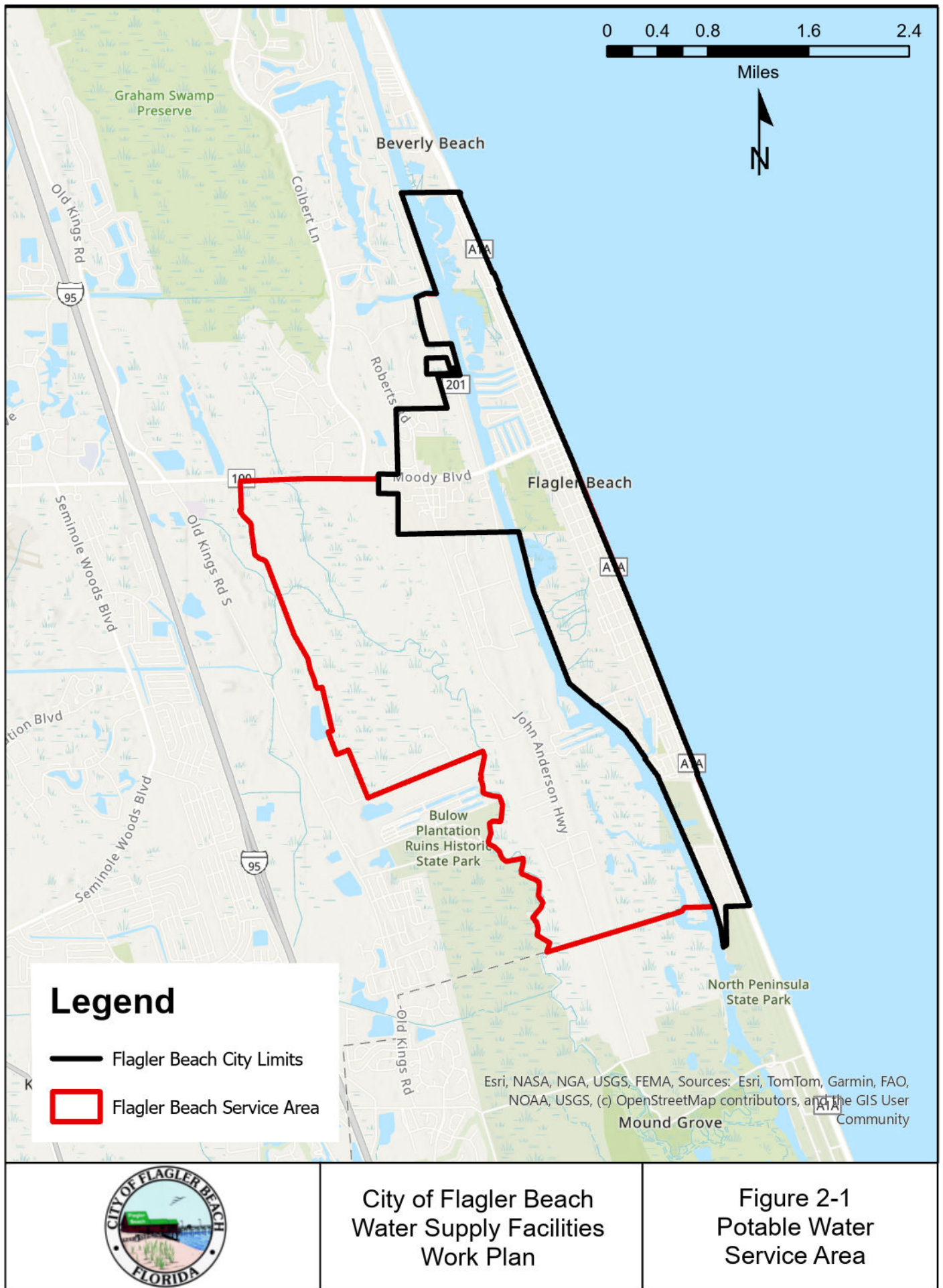
## 2. Potable Water Supplier Information

### 21 Service Area and Agreements

The City of Flagler Beach (City) is located south of Palm Coast and north of Ormond Beach. It has a municipal boundary and a utility service area encompassing approximately 10.3 square miles, as shown in **Figure 2-1**. The utility service area does overlap into some unincorporated areas. The current utility planning area has a population of 5,550 (as of April 1, 2024). The City is the only potable water supplier within its municipal limits, which includes sections of the City located on both the mainland and barrier islands. The City also provides water and sewer service to Ocean Palm Villas South Condos in northeast Volusia County. This service is not a wholesale agreement.

In January 2007, the City, Flagler County, the City of Palm Coast, and a private developer (i.e., The Gardens at Hammock Beach Property Owners Association, Inc) entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider. The City is financially responsible for the maintenance and improvements to the potable water system within its service area. The City currently has no plans to expand its potable water service area within the next ten years. All planned development occurring within this WSFWP's planning period will be located within the City's existing potable water service area.

The City has interlocal agreements with the City of Palm Coast, the City of Beverly Beach, and Flagler County for emergency interconnects. These interconnects allow for uninterrupted water service during water outages caused by emergencies. Intergovernmental Coordination Element Policy G.1.4.4 and G.1.4.5 of the City's Comprehensive Plan contains enabling language for the City's intergovernmental agreements relative to water supply, service, and planning. In addition, Intergovernmental Coordination Element Policy G.1.4.6 contains enabling language for this coordination activity.



## 22 Potable Water System and Consumptive Use Permit

The City's wellfield is located outside City limits, in the City of Palm Coast and unincorporated Flagler County, just south of the Flagler County airport. Currently, the City has four active Upper Floridan Aquifer (UFA) wells for public supply and owns and operates one low pressure reverse osmosis (RO) water treatment plant (WTP). The WTP has a maximum treatment capacity of 2.0 million gallons per day (MGD) potable water. This facility also discharges up to 0.50 MGD maximum daily flow RO concentrate water, which is blended with the City's existing wastewater facility discharge into the Intercoastal Waterway (ICW).

The City's current consumptive use permit (CUP) [#59-5] was issued in October 2016 and expires in 2036. The CUP has an allocation of 0.912 MGD annual average of groundwater (333 million gallons per year (mgy)) from the UFA for public supply use based on a projected population of 12,161 in 2036.

### 2.2.1 Well Capacity

The City's current combined operating well capacity is rated for 1,550 gpm or 2.23 MGD as shown in **Table 2-1**. The City has constructed a total of 16 wells as shown in **Figure 2-2**. As of May 2025, Wells 10, 12R, 14, and 15 are active. Wells 1-9 and Well 12 have been abandoned. Well 13 is out of service due to water levels caused by the current water drought, with sand and grout plugging the pre-filters. Well 11 is offline for modification due to water quality issues.

TABLE 2-1: WELL INVENTORY

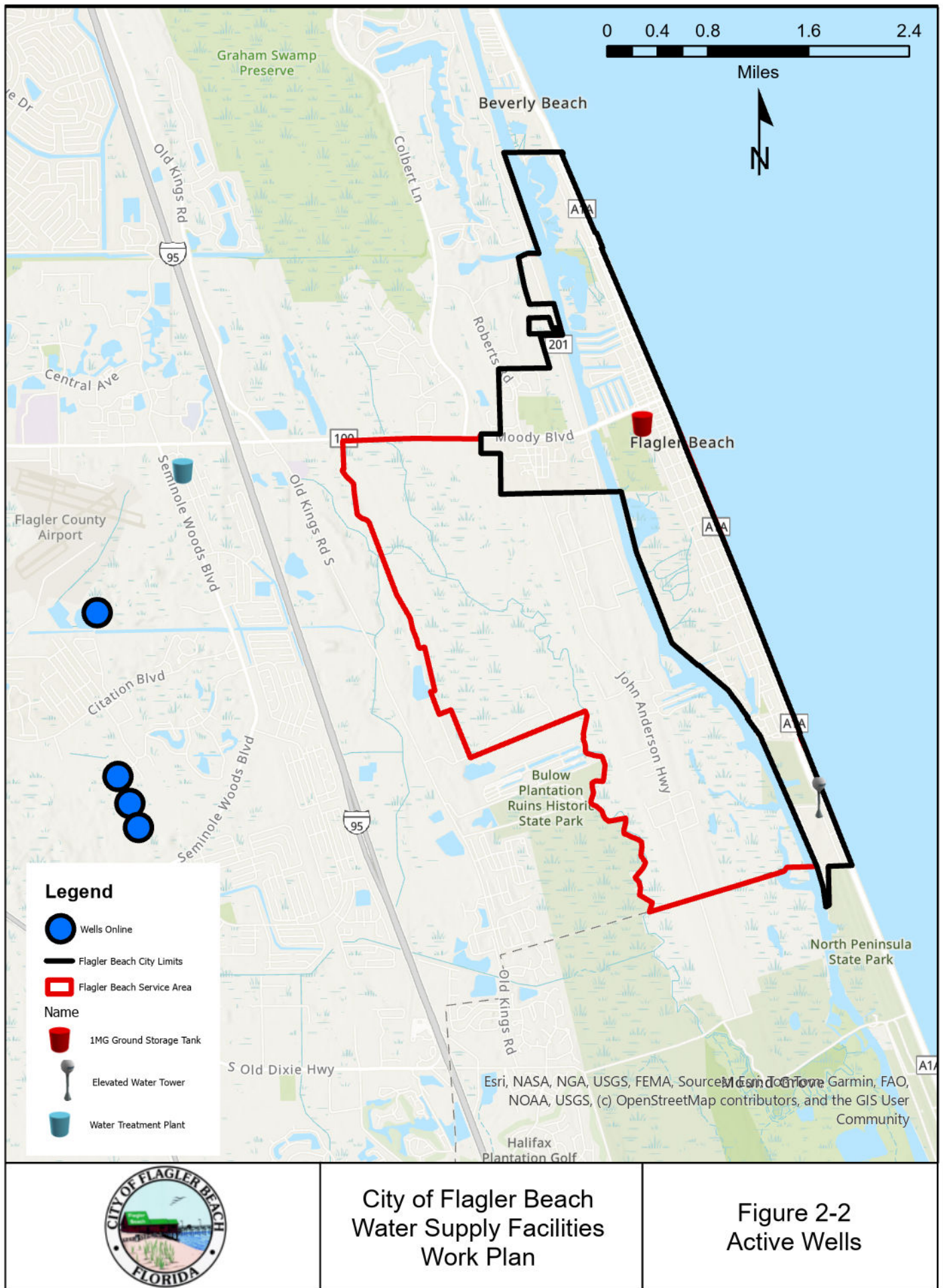
| Well Number (PWS)                | Status      | Source                      | Total Depth (feet) | Casing Depth (feet) | Casing Diameter (inches) | Capacity (GPM) |
|----------------------------------|-------------|-----------------------------|--------------------|---------------------|--------------------------|----------------|
| 10                               | Active      | FAS-Upper Floridian Aquifer | 250                | 125                 | 8                        | 500            |
| 11 <sup>(1)</sup>                | Offline     | FAS-Upper Floridian Aquifer | 250                | 127                 | 8                        | 500            |
| 12R                              | Active      | FAS-Upper Floridian Aquifer | 200                | 110                 | 12                       | 350            |
| 13 <sup>(2)</sup>                | Offline     | FAS-Upper Floridian Aquifer | 186                | 108                 | 12                       | 350            |
| 14                               | Active      | FAS-Upper Floridian Aquifer | 200                | 110                 | 12                       | 350            |
| 15                               | Active      | FAS-Upper Floridian Aquifer | 200                | 110                 | 12                       | 350            |
| 16 <sup>(3)</sup>                | Constructed | FAS-Upper Floridian Aquifer | 200                | 110                 | 12                       | 350            |
| <b>Operating Capacity (MGD)</b>  |             |                             |                    |                     |                          | <b>2.23</b>    |
| <b>Total Well Capacity (MGD)</b> |             |                             |                    |                     |                          | <b>3.96</b>    |
| <b>Well Availability Factor</b>  |             |                             |                    |                     |                          | <b>1.7</b>     |

(1) Well 11: Offline for modification

(2) Well 13: Offline due to severe water drought

(3) Well 16: Is still not being Monitoring by the EN50.







### 3. Water Demand and Supply

#### 3.1 Population Projection

##### 3.1.1 Historical Demand and Population

Data from monthly records from the City are reflected in **Table 3-1**, which exhibits the annual average daily flow and annual peak flow demand including peak factor observed over the last 10 years (2014 – 2024).

TABLE 3-1: HISTORICAL WATER DEMAND

| Year                   | Annual Average Daily Flow (MGD) | Annual Average Peak Flow (MGD) | Peak Factor |
|------------------------|---------------------------------|--------------------------------|-------------|
| 2014                   | 0.529                           | 0.556                          | 1.05        |
| 2015                   | 0.518                           | 0.591                          | 1.14        |
| 2016                   | 0.598                           | 0.712                          | 1.19        |
| 2017                   | 0.591                           | 0.654                          | 1.11        |
| 2018                   | 0.581                           | 0.653                          | 1.12        |
| 2019                   | 0.579                           | 0.669                          | 1.16        |
| 2020                   | 0.647                           | 0.750                          | 1.16        |
| 2021                   | 0.704                           | 0.791                          | 1.12        |
| 2022                   | 0.606                           | 0.668                          | 1.10        |
| 2023                   | 0.568                           | 0.611                          | 1.08        |
| 2024                   | 0.595                           | 0.639                          | 1.07        |
| <b>10-year average</b> |                                 | <b>1.12</b>                    |             |
| <b>5-year average</b>  |                                 | <b>1.11</b>                    |             |

The Bureau of Economic Business Research (BEBR) is part of the University of Florida and is a leading source of population data on Florida cities and counties. Review of historical population projections from the BEBR are reflected in **Table 3-2**. Historically, the population in the utility service area has grown at an average of 2.25% over the past 10 years with slightly higher growth observed over the last 5 years (3.36%). Development trends for Flagler County area remain strong and population is expected to increase steadily throughout the planning period.

TABLE 3-2: CITY'S HISTORICAL POPULATION GROWTH

| Year                                     | BEHR Historical Population | Growth (%)   |
|------------------------------------------|----------------------------|--------------|
| 2014                                     | 4,462                      |              |
| 2015                                     | 4,503                      | 0.9%         |
| 2016                                     | 4,582                      | 1.8%         |
| 2017                                     | 4,625                      | 0.9%         |
| 2018                                     | 4,666                      | 0.9%         |
| 2019                                     | 4,719                      | 1.1%         |
| 2020                                     | 4,700                      | -0.4%        |
| 2021                                     | 5,133                      | 9.2%         |
| 2022                                     | 5,182                      | 1.0%         |
| 2023                                     | 5,216                      | 0.7%         |
| 2024                                     | 5,550                      | 6.4%         |
| <b>Historical 10-year Average Growth</b> |                            | <b>2.25%</b> |
| <b>Historical 5-year Average Growth</b>  |                            | <b>3.36%</b> |

An average growth rate of 2.25%, as observed from the historic growth rate over the previous 10-year period, was used to project the population growth over the next 10-year period. In addition to this growth,

the City has provided approval for additional development, including both residential and commercial units (see **Appendix A**). As the number of units and timeline for completion are known from the developer, a density of 2.08 persons per residential unit per US Census was assumed. The resulting projected population over the planning period is shown in **Table 3-3**. Based on this projection, the estimated population in 2035 is 11,790.

**TABLE 3-3: CITY'S PROJECTED POPULATION GROWTH**

| Year                    | BEBR Historical Population | Projected Growth (%) |
|-------------------------|----------------------------|----------------------|
| 2025                    | 5,899                      | 6.29%                |
| 2026                    | 7,048                      | 19.48%               |
| 2027                    | 8,144                      | 15.55%               |
| 2028                    | 8,560                      | 5.11%                |
| 2029                    | 8,907                      | 4.05%                |
| 2030                    | 9,379                      | 5.30%                |
| 2031                    | 9,855                      | 5.07%                |
| 2032                    | 10,333                     | 4.86%                |
| 2033                    | 10,815                     | 4.66%                |
| 2034                    | 11,301                     | 4.49%                |
| 2035                    | 11,790                     | 4.33%                |
| Average Growth Expected |                            | 7.2%                 |

Using the City's historical population data listed above along with the annual average daily flow produced at the City's WTP, the per capita potable water demand per capita for the City of Flagler Beach was calculated for the past 5 and 10-year periods and are shown in **Table 3-4**.

**TABLE 3-4: HISTORIC PER CAPITA DEMAND**

| Year            | Annual Average Daily Flow (MGD) | Service Area Population | Per Capita Consumption (GPCD) |
|-----------------|---------------------------------|-------------------------|-------------------------------|
| 2014            | 0.5287                          | 4,462                   | 118                           |
| 2015            | 0.518                           | 4,503                   | 115                           |
| 2016            | 0.598                           | 4,582                   | 131                           |
| 2017            | 0.591                           | 4,625                   | 128                           |
| 2018            | 0.581                           | 4,666                   | 125                           |
| 2019            | 0.579                           | 4,719                   | 123                           |
| 2020            | 0.647                           | 4,700                   | 138                           |
| 2021            | 0.704                           | 5,133                   | 137                           |
| 2022            | 0.606                           | 5,182                   | 117                           |
| 2023            | 0.568                           | 5,216                   | 109                           |
| 2024            | 0.595                           | 5,550                   | 107                           |
| 10-year average |                                 |                         | 122                           |
| 5-year average  |                                 |                         | 122                           |

The 5-year and 10-year average gross per capita demands were both 122 GPCD. This demand is inclusive of both residential and non-residential water use. An average per capita demand of 125 GPCD was used for the purposes of estimation in this report see **Section 3.3** for more details.

The City's billing records from 2015 to 2024 were used to determine historical water use. The data identifies water used per the categories represented in **Table 3-5**. The irrigation category is reflective of both commercial and residential historical usage. These percentages were used to calculate projected water use over the next 10 years. The historical and projected water uses are shown in **Table 3-6**.

**TABLE 3-5: WATER USE BY CATEGORY**

| User        | Percent of Total Demand |
|-------------|-------------------------|
| Residential | 83%                     |
| Commercial  | 8%                      |
| Irrigation  | 8%                      |
| Utility     | 1%                      |

**TABLE 3-6: HISTORICAL AND PROJECTED ANNUAL AVERAGE WATER USE BY CATEGORY**

|            | Year | Residential Water Use (MGD) | Commercial/ Industrial/ Institutional (MGD) | Recreation and Landscape Irrigation (MGD) | Water Utility (MGD) | (1) Total Annual Demand (MGD) |
|------------|------|-----------------------------|---------------------------------------------|-------------------------------------------|---------------------|-------------------------------|
| Historical | 2015 | 0.302                       | 0.081                                       | 0.036                                     | 0.003               | 0.422                         |
|            | 2016 | 0.329                       | 0.090                                       | 0.044                                     | 0.003               | 0.466                         |
|            | 2017 | 0.322                       | 0.081                                       | 0.038                                     | 0.003               | 0.445                         |
|            | 2018 | 1.303                       | 0.078                                       | 0.033                                     | 0.013               | 1.426                         |
|            | 2019 | 0.319                       | 0.079                                       | 0.026                                     | 0.003               | 0.428                         |
|            | 2020 | 0.335                       | 0.076                                       | 0.021                                     | 0.003               | 0.435                         |
|            | 2021 | 0.080                       | 0.019                                       | 0.005                                     | 0.001               | 0.105                         |
|            | 2022 | 0.343                       | 0.096                                       | 0.028                                     | 0.003               | 0.471                         |
|            | 2023 | 0.341                       | 0.087                                       | 0.022                                     | 0.003               | 0.454                         |
|            | 2024 | 0.349                       | 0.081                                       | 0.024                                     | 0.004               | 0.457                         |
| Projected  | 2025 | 0.612                       | 0.059                                       | 0.059                                     | 0.007               | 0.737                         |
|            | 2026 | 0.731                       | 0.070                                       | 0.070                                     | 0.009               | 0.881                         |
|            | 2027 | 0.845                       | 0.081                                       | 0.081                                     | 0.010               | 1.018                         |
|            | 2028 | 0.888                       | 0.086                                       | 0.086                                     | 0.011               | 1.070                         |
|            | 2029 | 0.924                       | 0.089                                       | 0.089                                     | 0.011               | 1.113                         |
|            | 2030 | 0.973                       | 0.094                                       | 0.094                                     | 0.012               | 1.172                         |
|            | 2031 | 1.022                       | 0.099                                       | 0.099                                     | 0.012               | 1.232                         |
|            | 2032 | 1.072                       | 0.103                                       | 0.103                                     | 0.013               | 1.292                         |
|            | 2033 | 1.122                       | 0.108                                       | 0.108                                     | 0.014               | 1.352                         |
|            | 2034 | 1.172                       | 0.113                                       | 0.113                                     | 0.014               | 1.413                         |
|            | 2035 | 1.223                       | 0.118                                       | 0.118                                     | 0.015               | 1.474                         |

(1) Summation of the residential, commercial, irrigation and water utility

### 32 Level Of Service Standard (LOS) and Water Supply Concurrency

The City's service area has a variety of water users including residential, commercial and industrial users. The City has adopted a level of service standard for potable water in the Capital Improvements Element of its Comprehensive Plan (i.e., Objective H.6.1). The US Census estimate for people per residential unit is 2.08 and the City's Comprehensive Plan includes a water LOS of 125 gallons per capita. The LOS flow for each residential unit is 125 gal/person multiplied by a 2.08 people/unit or 260 gpd/unit. The adopted level of service is summarized below.

- Residential potable water usage is calculated at a rate of 125 gpcd
- Commercial potable water usage is calculated at a rate of 2,000 gallons per acre per day
- They City has a price per gallon measurement and tied to set amounts of water in usage or tiers. The number and size of the usage is based on the customer classification. The City has a tiered rate system to encourage water conservation.

The City ensures compliance with the State's water supply and facility concurrency requirements (i.e., Section 163.3180, F.S) through implementation of Policy D.1.2.3.

### 33 CUP Allocation / Water Supply Projection

Using the projected population and the per capita demand of 125 gallons per capita day per the City's LOS, the total water demand anticipated for the City is depicted in **Table 3-7**. The permitted capacity for the wells will be exceeded in 2026 due to the growth of population while the capacity of the plant will not be exceeded over the planning period, although FDEP requires water utilities to begin plans for expansion when flows exceed 80% of the permitted capacity. This is expected to occur in 2031. Irrigation currently accounts for approximately 8% of the City's potable water demand. As the City is planning to incorporate reclaimed water in the future, the portion of potable water used for irrigation is expected to be offset. See **Section 4** for more information on non-potable water.

TABLE 3-7:PROJECTED AND PERMITTED ANNUAL WITHDRAWALS

| Year | Population | (1)Total<br>Avg.<br>Annual<br>Demand<br>(MGD) | (2)Total<br>Annual<br>Peak<br>Demand<br>(MGD) | (3)Annual<br>Average<br>Raw Water<br>Demand<br>(MGD) | (3)Annual<br>Peak Raw<br>Water<br>Demand<br>(MGD) | (4)CUP<br>Surplus/<br>Deficit<br>Capacity | (5)WTP<br>Surplus/<br>Deficit<br>Capacity |
|------|------------|-----------------------------------------------|-----------------------------------------------|------------------------------------------------------|---------------------------------------------------|-------------------------------------------|-------------------------------------------|
| 2025 | 5,899      | 0.74                                          | 0.83                                          | 0.87                                                 | 0.97                                              | 0.04                                      | 1.17                                      |
| 2026 | 7,048      | 0.88                                          | 0.99                                          | 1.04                                                 | 1.16                                              | -0.12                                     | 1.01                                      |
| 2027 | 8,144      | 1.02                                          | 1.14                                          | 1.20                                                 | 1.34                                              | -0.29                                     | 0.86                                      |
| 2028 | 8,560      | 1.07                                          | 1.20                                          | 1.26                                                 | 1.41                                              | -0.35                                     | 0.80                                      |
| 2029 | 8,907      | 1.11                                          | 1.25                                          | 1.31                                                 | 1.47                                              | -0.40                                     | 0.75                                      |
| 2030 | 9,379      | 1.17                                          | 1.31                                          | 1.38                                                 | 1.54                                              | -0.47                                     | 0.69                                      |
| 2031 | 9,855      | 1.23                                          | 1.38                                          | 1.45                                                 | 1.62                                              | -0.54                                     | 0.62                                      |
| 2032 | 10,333     | 1.29                                          | 1.45                                          | 1.52                                                 | 1.70                                              | -0.61                                     | 0.55                                      |
| 2033 | 10,815     | 1.35                                          | 1.51                                          | 1.59                                                 | 1.78                                              | -0.68                                     | 0.49                                      |
| 2034 | 11,301     | 1.41                                          | 1.58                                          | 1.66                                                 | 1.86                                              | -0.75                                     | 0.42                                      |
| 2035 | 11,790     | 1.47                                          | 1.65                                          | 1.73                                                 | 1.94                                              | -0.82                                     | 0.35                                      |

(1) Population \*125 GPCD

(2) 1.12 peak flow\* AADF (Based on historical annual peak factor)

(3) Assuming a minimum RO Recovery of 85%

(4) CUP Allocation 0.912

(5) WTP Capacity 2.0 MGD

## 4. Nonpotable Water Supplier Information

The City currently owns and operates one wastewater treatment plant (WWTP) with a maximum capacity of 1.0 MGD, located three miles east of the WTP. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intercoastal Waterway (ICW). The City's wastewater service area is nearly identical to the potable water service area. The City does not currently produce reclaimed water for beneficial use, nor does it have a distribution system network for public access reuse (PAR). However, the City is planning upgrades to the WWTP to allow for PAR and will install transmission lines for a future reuse system. In addition, new developments are installing reclaimed dry lines/mains to receive reclaimed water once available.

### 4.1 Reuse Water Practices

#### 4.1.1 Service Area Inventory

The City completed a Reuse Master Plan in September 2024 as a guide for the orderly development and phased implementation of a PAR system for the City to ultimately eliminate effluent surface water discharges into the ICW as required by Senate Bill 64. Per the City's Reuse Master Plan, the City's initial reclaimed water service area is planned to serve customers along John Anderson Highway, Roberts Road, and Lambert Avenue/Palm Drive; at the WWTP; and at Wadsworth Park along SR 100. The development and expansion of the PAR system is proposed to occur in five phases over six (6) fiscal years. The Reuse Master Plan proposes a PAR system comprised of the following components:

- Reclaimed Water Supply
- Reclaimed Water Storage (at least 2.0 MGD storage volume in short-term)
- High Service Pumping via Reclaimed Water Distribution Pump Station
- Reject Water Storage System (1.0 MG storage volume)
- Reclaimed Water Distribution System Layout
- Controls and Instrumentation Systems

#### 4.1.2 Reuse Demand

Per the Reuse Master Plan, proposed reclaimed PAR demands were compared to wastewater flow projections. With the City's current WWTP treatment and capacity, the City would be able to meet the projected PAR demand until approximately 2032 when deficits would occur. The Reuse Master Plan details proposed improvements to the WWTP that would enable the City to meet the growing demand for wastewater and reuse and avoid the projected deficits. As the City begins reclaimed water production and installing a reclaimed water distribution system, the City will be able to offset a portion of its potable demand using reclaimed water as an alternative water supply.

## 5. Water Supply and Facility Capacity Projects – Alternative and Traditional; Potable and Non-Potable

### 5.1 Distribution System Interconnects

Currently, the City only uses its interconnects as an alternative water source in the event of an emergency. **Section 8** details specific projects planned during this WSFWP's planning period.

### 5.2 WWTP Upgrades

In June 2023, the City proceeded with a project to upgrade the existing WWTP, which is the first phase of future plans to provide a reclaimed water distribution system to future developments. To produce reclaimed water, the WWTP needs to be upgraded to add filtration, pumping, and storage facilities for advanced wastewater treatment (AWT). The project includes the design of the WWTP-AWT Plant Expansion with funding provided by an FDEP grant. Expansion of the City's wastewater facilities in conjunction with the development of a comprehensive PAR system as an alternative water source will allow the City to offset a portion of its potable water demand for irrigation as the City experiences projected growth.

### 5.3 Wellfield Expansion

Saltwater intrusion and projected growth have driven the need for new wells to meet the required wellfield demand. Additional Wells (including #17 and #18) are anticipated within the current WSFWP planning period. Additionally, the increase in demand necessitates an increase in the CUP allocation. **Section 8** provides additional details on these planned projects.

## 6. Water Source Protection Practices

The City's wellfield is located outside of the City's municipal limit, in the City of Palm Coast and unincorporated Flagler County. Therefore, the City coordinates with Flagler County relative to water source protection. To protect the City's sources of water, the City works with the City of Palm Coast and Flagler County to not allow certain development within certain limits of the wells. The City's comprehensive plan includes water source protection for quality and quantity of water as well as aquifer recharge protection. A summary of source protection policies is below.

- Land use restrictions to protect water quality (Policies E.1.1.1, E.1.1.2)
- Restrictions in septic tanks (Policy E.1.1.4, D.2.1)
- Intergovernmental coordination for wellfield protection (Policy E.1.2.5)

## 7. Water Conservation

The City has implemented a variety of water conservation practices. For example, the City implements a water conservation rate structure. In addition, the City is implementing its Water Conservation Plan that was submitted as part of the CUP process. The City's comprehensive plan includes additional water conservation policies, which are summarized below. The City plans to maintain these policies and improve upon them when feasible.

- Monitoring water consumption trends (Policy D.1.4.1)
- Conduct public education efforts informing and encouraging responsible water use (Policy D.1.6.1)



- Implementation of City's Water Conservation Plan and associated practices (Policy D.1.6.2)
- Enforce Florida Building Code (FBC) requirements for max flow rates in new developments (Policy D.1.6.3)
- Investigate potential use of graywater for certain onsite irrigation systems (Policy D.1.6.4)
- Metering Requirements (Policy D.1.6.5)
- Requirements for native plants (Policies E.2.5.3 and E.2.6.3)
- Intergovernmental coordination of water conservation (Policies G.1.4.4-G.1.4.7)

## 8. Capital Improvements

The latest NFRWSP (2023) did not identify any project options related to the City. In 2017, the City completed construction of Well #12R as a replacement for Well #12 per the recommendations of the previous NFRWSP. The City plans to expand the wellfield capacity from 2.0 MGD to 5.0 MGD (10 wells). In addition, there are plans to expand the water treatment plant capacity to provide potable water to future developments. To increase storage, ability to deliver water to the distribution system, and increase resiliency, the City plans to build a 1.0 MGD tank at the WTP to have sufficient storage on the mainland, as well as run a 16-inch water main along Lambert Avenue for a second river crossing in the future.

**Appendix A** details the capital improvements the City has scheduled to occur from FY2026 to FY2030 to meet growing demand within the WSFWP's ten-year planning period.

# **APPENDIX A**

## **CITY OF FLAGLER BEACH CAPITAL IMPROVEMENT PROGRAM (CIP)**

# **APPENDIX A**

## **CITY OF FLAGLER BEACH CAPITAL IMPROVEMENT PROGRAM (CIP)**

## EXHIBIT B

**Ordinance 2025-04** adopts the updated Water Facilities Supply Plan along with amendments to the current comprehensive plan to guide and control future development of Flagler Beach. It provides amendments to the comprehensive plan to implement the Water Facilities Work Plan policies in the Public Facilities Element; amendments to the Capital Improvements Plan and annual Five-year Schedule of Capital Improvements required for identification to ensure Levels of service (LOS) and established goals, objectives, and policies in the Capital Improvements Element are met or exceeded. The annually updated Five-Year Schedule of Improvements contains the project description, location, determination of consistency, projected costs and revenue sources needed to construct the project; and includes grant funded capital facility improvements to be funded each year.

### E. Public Facilities Element

Policy D.1.7.2.3 Groundwater quality degradation may constrain the availability of fresh groundwater due to the susceptibility to both vertical and lateral saltwater intrusion. The City shall continue wellfield management including implementing as needed back plugging, reduced pumping rates, and relocation of withdrawals to less susceptible areas to effectively manage increasing chloride trend.

### I. Capital Improvement Element

#### IMPLEMENTATION

##### Five-Year Capital Improvements Schedule

The five-year schedule of capital improvements required for identification as the program to be adopted to ensure that the goals, objectives and policies established in the Capital Improvements Element are met or exceeded is contained in Appendix A, Capital Improvements Schedule-Fiscal Years ~~2017-18 to 2021-2022~~ 2022/2023 to 2027/2028.

The Annual Schedule of Improvements is the basis for the annual capital improvement program adopted by ordinance and contains the project description, location, determination of consistency, and projected costs and revenue sources needed to construct the project.

# 5 YR Capital Improvement Plan

Powered by  monday.com

## Approved FY 24/25 CIP Schedule

| Project                                                     | Fund       | Funding Source                          | FY 24/25 | Budget       | Status            | FY 25/26 | Budget      | FY 26/27 | Budget      | FY 27/28 | Budget    | FY 28/29 | Budget    |
|-------------------------------------------------------------|------------|-----------------------------------------|----------|--------------|-------------------|----------|-------------|----------|-------------|----------|-----------|----------|-----------|
| CRA - City Parking Lot # 3 - S. 8th Street                  | CRA        | CRA Fund Balance                        | FY 24/25 | \$147,000    | 100 % Complete    | FY 25/26 | \$200,000   | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| CRA - City Parking Lot # 4 - N. 5th Street                  | CRA        | CRA Fund Balance / CRA Salary Section 2 | FY 24/25 | \$164,500    | 90 % Complete     | FY 25/26 |             | FY 26/27 |             | FY 27/28 |           | FY 28/29 |           |
| CRA - Light Replacements                                    | CRA        | CRA                                     | FY 24/25 | \$292,731    | 25% Complete      | FY 25/26 | \$200,000   | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| CRA - Crosswalks (Re-stamp)                                 | CRA        | CRA                                     | FY 24/25 | \$0          |                   | FY 25/26 | \$0         | FY 26/27 | \$460,000   | FY 27/28 | \$0       | FY 28/29 | \$0       |
| CRA - Underground Utilities                                 | CRA        | CRA                                     | FY 24/25 | \$0          |                   | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$700,000 |
| BCI - Sound Dampening Building Dept - Main Space            | BCI        | 75 BCI / 25 GF                          | FY 24/25 | \$18,750     | CC Agenda Pending | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Pier - Pier Reconstruction                                  | Pier       | FEMA / State Grant                      | FY 24/25 | \$16,600,000 | Grant in Process  | FY 25/26 | \$1,400,000 | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Pier - Pier Bathroom / Beach Walk                           | Pier       | TDC Grant/ GF Transfer                  | FY 24/25 | \$2,658,600  | Grant in Process  | FY 25/26 | \$1,131,000 | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| P&Z - Sound Dampening Building Dept - Main Space            | General    | 75 BCI / 25 GF                          | FY 24/25 | \$6,250      | CC Agenda Pending | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Recreation - Sun Trail                                      | General    | Grant                                   | FY 24/25 | \$0          |                   | FY 25/26 | \$0         | FY 26/27 | \$2,000,000 | FY 27/28 | \$0       | FY 28/29 | \$0       |
| IT - BSA Cloud Version Update                               | General    | Funds / Split                           | FY 24/25 | \$0          |                   | FY 25/26 | \$75,000    | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Library - Bathroom Renovations                              | General    | Unrestricted GF                         | FY 24/25 | \$50,000     | TBD               | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Library - Interior LED Lighting Replacement & Wiring Update | General    | Unrestricted GF                         | FY 24/25 | \$0          |                   | FY 25/26 | \$10,000    | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Roads / Bridges - Street Paving                             | General    | Paving Reserves                         | FY 24/25 | \$100,000    | Pending Scope     | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Sanitation - Awning Big Blue                                | Sanitation | Sanitation Fund                         | FY 24/25 | \$25,000     | TBD               | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Maintenance - Bypass Pump On Trailer                        | Utility    | Unrestricted Utility Fund               | FY 24/25 | \$70,000     | Pending Quotes    | FY 25/26 | \$0         | FY 26/27 | \$72,000    | FY 27/28 | \$0       | FY 28/29 | \$75,000  |
| Maintenance - Wet Well Rehabs                               | Utility    | Unrestricted Utility Fund               | FY 24/25 | \$80,000     | Pending Scope     | FY 25/26 | \$80,000    | FY 26/27 | \$80,000    | FY 27/28 | \$80,000  | FY 28/29 | \$80,000  |
| Maintenance - LS # 11 S. Flagler Ave & S. 25th              |            |                                         |          |              | Unfunded          |          |             |          |             |          |           |          |           |
| Maintenance - Manhole Rings and Covers / Installation       | Utility    | Unrestricted Utility Fund               | FY 24/25 | \$239,756    | CC Agenda Pending | FY 25/26 | \$239,756   | FY 26/27 | \$239,756   | FY 27/28 | \$239,756 | FY 28/29 | \$239,756 |
| Maintenance - Lift Stations Rebuild - Emergency             | Utility    | Unrestricted Utility Fund               | FY 24/25 | \$300,000    | 25% Complete      | FY 25/26 | \$0         | FY 26/27 | \$350,000   | FY 27/28 | \$0       | FY 28/29 | \$375,000 |
| Maintenance - Backup Diesel Driven Pumps                    | Utility    | Grant                                   | FY 24/25 | \$0          | 3rd Qtr Reporting | FY 25/26 | \$500,000   | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Maintenance - Fire Hydrant Replacement                      | Utility    | Infrastructure Reserve                  | FY 24/25 | \$87,954     | 25% Complete      | FY 25/26 | \$130,100   | FY 26/27 | \$131,100   | FY 27/28 | \$132,100 | FY 28/29 | \$0       |
| Maintenance - Sewer Connection Oak Street                   | Utility    | Transfer from Reserves                  | FY 24/25 | \$80,000     | CC Agenda Pending | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |
| Maintenance - Abandon 2" Galvanized Lines - S. 13th to 15th | Utility    | Transfer from Reserves                  | FY 24/25 | \$125,000    | CC Agenda Pending | FY 25/26 | \$0         | FY 26/27 | \$0         | FY 27/28 | \$0       | FY 28/29 | \$0       |

5 YR Capital Improvement Plan FY 24-25 Schedule of Improvements



Approved FY 24/25 CIP Schedule

| Project                                                                                   | Fund        | Funding Source                          | FY 24/25 | Budget       | Status                   | FY 25/26 | Budget       | FY 26/27 | Budget       | FY 27/28 | Budget      | FY 28/29 | Budget      |
|-------------------------------------------------------------------------------------------|-------------|-----------------------------------------|----------|--------------|--------------------------|----------|--------------|----------|--------------|----------|-------------|----------|-------------|
| Maintenance - S. 13th Alleyway A1A & Central - Replace Galvanized Line                    | Utility     | Impact Fees - Water                     | FY 24/25 | \$475,000    | CC Agenda Pending        | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Maintenance - (4) Grant Rehab - Lift Stations                                             | Utility     | HNWAG Grant - HA009                     | FY 24/25 | \$2,059,785  | Grant in Process         | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Wastewater Plant - Screw Press Project                                                    | Utility     | 50/50 Match (\$850K Each) Total \$1.7 M | FY 24/25 | \$1,287,000  | Value Engineering Review | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Wastewater Plant - WWTP - New Plant                                                       | Utility     | SRF Loan/Line of Credit                 | FY 24/25 | \$25,000,000 | Out for Bid              | FY 25/26 | \$10,000,000 | FY 26/27 | \$5,000,000  | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Wastewater Plant - Flow Equalization Basin / Master Lift Station                          | Utility     | HNWAG Grant                             | FY 24/25 | \$1,693,681  | Out for Bid              | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Well # 17 Design                                                       | Utility     | Impact Fees - Water                     | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$150,000    | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Well # 17 Construction                                                 | Utility     | Impact Fees - Water                     | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$1,400,000 | FY 28/29 | \$0         |
| Water Production - Potable Water (Intercoastal) Upland Swale - River Crossing Design      | Utility     | Unrestricted Utility Fund               | FY 24/25 | \$150,000    | 25% Complete             | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Potable Water (Intercoastal) Upland Swale -River Crossing Construction | Utility     | Unrestricted Utility Fund / Grant       | FY 24/25 | \$0          |                          | FY 25/26 | \$1,500,000  | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Potable Water (Lambert) River Crossing Construction                    | Utility     | Grant                                   | FY 24/25 | \$1,500,000  | TBD                      | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Replacement S. Central Water Line                                      | Utility     | Unrestricted Utility Fund               | FY 24/25 | \$900,000    | 90 % Complete            | FY 25/26 | \$2,500,000  | FY 26/27 | \$2,500,000  | FY 27/28 | \$2,500,000 | FY 28/29 | \$2,500,000 |
| Water Production - 1 MG Tank Design                                                       | Utility     | Impact Fees - Water                     | FY 24/25 | \$150,000    | 50% Complete             | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - 1 MG Tank Construction                                                 | Utility     | Impact Fees - Water                     | FY 24/25 | \$0          |                          | FY 25/26 | \$2,000,000  | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Plant Ground Stone - Wells 16                                          | Utility     | Unrestricted Utility Fund               | FY 24/25 | \$17,000     | TBD                      | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Stabilization Well 13 Road                                             | Utility     | Unrestricted Utility Fund               | FY 24/25 | \$0          |                          | FY 25/26 | \$20,000     | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Water Production - Well # 18 Design                                                       | Utility     | Impact Fees - Water                     | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$150,000   | FY 28/29 | \$0         |
| Water Production - Well # 18 Construction                                                 | Utility     | Impact Fees - Water                     | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$1,800,000 |
| Storm Water - Improvements South Flagler Avenue Rte. 100-S 7th City Share                 | Storm Water | HMPG 4486 Grant 10% City                | FY 24/25 | \$0          |                          | FY 25/26 | \$943,800    | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
| Storm Water - Custer's Palm Harbor                                                        | Storm Water | Storm Water Funds                       | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$395,400   | FY 28/29 | \$0         |
| Storm Water - Palm Harbor                                                                 | Storm Water | Storm Water Funds                       | FY 24/25 | \$0          |                          | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$757,800   |
| Storm Water - Storm Water Improvement McKim & Creed                                       | Storm Water | Storm Water Funds                       | FY 24/25 | \$520,000    | 25% Complete             | FY 25/26 | \$0          | FY 26/27 | \$0          | FY 27/28 | \$0         | FY 28/29 | \$0         |
|                                                                                           |             |                                         |          | \$54,798,007 |                          |          | \$20,329,656 |          | \$10,982,856 |          | \$4,897,256 |          | \$6,527,556 |

5 YR Capital Improvement Plan FY 24-25 Schedule of Improvements



Serial Number  
25-00120F

# Observer

You. Your Neighbors. Your Neighborhood.

PalmCoastObserver.com

Palm Coast Observer

Published Weekly

Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Meeting

in the matter of May 6th, May 8th, May 22nd

in the Court, was published in said newspaper by print in the

issues of 5/1/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

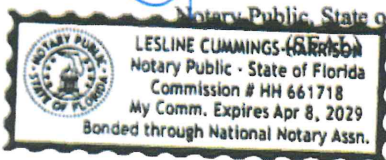
\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

*N. Kay Raymond*  
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

1st day of May, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



## PUBLIC NOTICE

The City of Flagler Beach proposes to adopt the following ordinances entitled:

**ORDINANCE NO. 2025-03**  
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE AND MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY, PROVIDING THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE NO. 2025-04**  
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY 161.317, FLORIDA STATUTES, PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN, PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT, PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT AND PROVIDING FOR UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY, PROVIDING THE REPEAL OF LAWS IN CONFLICT, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

Planning & Architectural Review Board meeting Tuesday, May 6, 2025, at 5:30 p.m. or soon thereafter

First Reading, Flagler Beach City Commission Meeting Thursday, May 8, 2025, at 5:30 p.m. or soon thereafter

Second Reading, Flagler Beach City Commission Meeting Thursday, May 22, 2025, at 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 6:00 PM, or as soon thereafter as possible, in the City Commission Chambers located at 101 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 386-537-5000 Ext. 233 at least 48 hours prior to the meeting.

May 1 25-00120F

## **FREQUENTLY ASKED QUESTIONS REGARDING WATER SUPPLY FACILITIES WORK PLANS**

### **Why update the Water Supply Facilities Work Plan (Work Plan)?**

- Ensure adequate water supply for current and future residents
- Strengthen position to compete for funding assistance
- Plan for alternative water supply sources that take time to develop and finance
- Ensure local needs are considered by regional water suppliers and the South Florida Water Management District (SFWMD)
- Meet statutory requirements (Chapter 163, Florida Statutes) after the applicable Regional Water Supply Plan (RWSP) has been updated

### **How is the Work Plan updated?**

- As a Comprehensive Plan amendment, pursuant to Chapter 163, Florida Statutes, under the Expedited State Review Process or the State Coordinated Review Process. The Work Plan can be incorporated into the Comprehensive Plan in one of three ways:
  - Incorporated as a standalone document adopted by reference,
  - Incorporated as a separate element or sub-element, or
  - Incorporated into applicable elements.
- May be combined and submitted with other Comprehensive Plan amendments

### **Who prepares the Work Plan update?**

- Each local government, including those that obtain their water from another local government or utility

### **When are adopted Comprehensive Plan amendments due?**

- Within 18 months after the applicable RWSP update is approved by the SFWMD
- If a local government is in one or more water management districts or water supply regions, the Work Plan update is due 18 months after the later RWSP is adopted.

### **What is included in the Work Plan update?**

- Population estimates and projections
- Water demand estimates and projections
- Identification of viable water sources to meet demands
- Capital improvement needs to meet existing and future demands
- Conservation efforts

- Planning time frames
- Changes since the original Work Plan was adopted (e.g., water supplier, service area, planned facilities, water suppliers, water users, level of service standards)

### **Will assistance be provided to update the Work Plan?**

- The Water Supply Facilities Work Plan Updates Technical Assistance Guide is available on the SFWMD website at: <https://www.sfwmd.gov/our-work/water-supply/work-plans>
- Assistance can be provided through regional workshops, one-on-one meetings, and information on the SFWMD website
- SFWMD staff are available to conduct informal pre-submittal reviews

### **Is there a sample policy that incorporates a Work Plan into an adopted Comprehensive Plan?**

Below is a sample policy to incorporate the Work Plan into the Comprehensive Plan:

*The [local government] hereby adopts by reference the Water Supply Facilities Work Plan (Work Plan) into the [local government's] Comprehensive Plan, dated xxxx, for a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the [local government].*

### **How are Comprehensive Plan amendments submitted to the SFWMD for review?**

Local governments are encouraged to submit Comprehensive Plan amendments to the SFWMD via the [SFLOCALGOVPLAN@sfwmd.gov](mailto:SFLOCALGOVPLAN@sfwmd.gov) email

Submit amendments to:

David Ragsdale, Policy and Planning Analyst  
 Water Supply Implementation Unit  
 South Florida Water Management District  
 3301 Gun Club Road  
 West Palm Beach, FL 33406  
[dragsdal@sfwmd.gov](mailto:dragsdal@sfwmd.gov)



## Staff Report

### City Commission Regular Meeting

May 22, 2025



**To:** City Commission  
**From:** Lupita McClenning, Planner  
**Meeting Date:** May 22, 2025  
**Item Name:** Ordinance 2025-08 (First Reading). An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Appendix "A," Land Development Regulations, to specify elevation of manufactured homes in flood hazard areas; to adopt and reformat local amendments to the Florida Building Code; providing for applicability and severability; and providing for an effective date - first reading.

#### Background:

Ordinance 2025-01 was brought before the Planning & Architectural Review Board on February 4, 2025 and the following recommendations for approval were forwarded to the City Commission, "Recommend to the City Commission to Adopt the Floodplain Management Ordinance with language provided by the Office of Floodplain Management (OFM), Florida Division of Emergency Management and with the recommendation from the Planning & Architectural Review Board to raise the minimum base flood elevation to a + three (3) feet."

Ordinance 2025-01 passed First Reading before the City Commission on February 13, 2025, as presented, including PAR Board recommendations. Due to a miscommunication between City Staff and the subsequent uploading of a previous draft version of the ordinance, an incorrect version was adopted on the Final Reading before the City Commission on March 13, 2025. The attached amended draft Ordinance was brought back before the Planning & Architectural Review Board on May 6, 2025, to correct the clerical error and the PAR Board unanimously recommended approval.

#### Fiscal Impact:

No fiscal impact.

#### Staff Recommendation:

Staff recommends approval of First Reading, Ordinance 2025-08

#### Attachments:

1. 2025-08 1st reading \_Floodplain Management Ordinance\_LDC Update\_v5 (DAS rev)
2. Summary\_Item 6a.\_May 6, 2025 PARB Meeting Minutes



1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1

**AN ORDINANCE BY THE CITY OF FLAGLER BEACH AMENDING THE FLAGLER BEACH CODE OF ORDINANCES, APPENDIX “A,” LAND DEVELOPMENT REGULATIONS, TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO ADOPT AND REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the **City of Flagler Beach** participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class **#6**), making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

**WHEREAS**, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

**WHEREAS**, to satisfy the prerequisite and for the **City of Flagler Beach** to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus three (3) feet which necessitates modification of the existing requirements; and

**WHEREAS**, the **City Commission** has determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and

**WHEREAS**, the **City Commission** approved Ordinance 2025-01, which provided for elevation to at least base flood elevation plus two feet; and

**WHEREAS**, the **City Commission** desires to increase that to base flood elevation plus three feet; and

**WHEREAS, the City Commission** is adopting a requirement to increase the minimum elevation requirement for dwellings in all flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

**WHEREAS**, the **City Commission** has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.



NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Flagler Beach that the Code of Ordinances, Appendix" A," Land Development Regulations, is amended as set forth in the following amendments.

## SECTION 1. AMENDMENTS

Appendix "A," LAND DEVELOPMENT REGULATIONS OF THE CITY OF FLAGLER BEACH CODE OF ORDINANCES is hereby amended as follows (Note: additions are shown as underline text, deletions are shown as ~~strike through~~, and portions of the Code that remain unchanged and which are not reprinted here are show as ellipses (\*\*\*)).

\* \* \*

### Sec. 4.07.13. Manufactured homes.

(A) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this section. New manufactured homes and replacement manufactured homes shall not be installed in coastal high hazard areas except in an existing manufactured home parks or subdivisions. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(B) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (zone A) other than coastal high hazard areas and coastal A zones, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article section.

(2) In coastal high hazard areas (zone V) and coastal A zones, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article section.

(C) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(D) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus ~~two (2) feet~~ three (3) feet.

~~(E)~~ ~~(G)~~ *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

~~(F)~~ ~~(H)~~ *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

\* \* \*

**ARTICLE V. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS**

**Sec. 5.00.00. General.**

\* \* \*

**Sec. 5.00.09. Reserved.**

**Sec. 5.00.10 Technical amendments to the Florida Building Code, Building.**

(1) Minimum building elevations in flood hazard areas:

(a) The minimum elevation for buildings in flood hazard areas that are within the scope of the Florida Building Code, Building, shall be, as specified in ASCE 24, the base flood elevation plus ~~two (2) feet~~ three (3) feet, or the design flood elevation, whichever is higher.

(b) The minimum elevation for one- and two-family dwellings and townhouses in flood hazard areas that are within the scope of the Florida Building Code, Residential, shall be the base flood elevation plus ~~two (2) feet~~ three (3) feet or the design flood elevation, whichever is higher.

(2) Enclosures below elevated buildings in coastal high hazard areas and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, enclosed areas below the elevation required in the building code shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators and the access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(3) Construction documents for dwellings in flood hazard areas. Construction documents for dwellings in flood hazard areas shall include documentation that is prepared and sealed by a registered design professional that the foundation design accounts for flood loads.

\* \* \*

**SECTION 2. FISCAL IMPACT STATEMENT.** In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**SECTION 3. APPLICABILITY.**

For the purposes of jurisdictional applicability, this ordinance shall apply in the **City of Flagler Beach**. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

**SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.**

It is the intent of the **City Commission** that the provisions of this ordinance shall become and be made a part of the **City of Flagler Beach Code of Ordinances**, and that the sections of this ordinance may be renumbered or re-lettered. The word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 5. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

**SECTION 6. EFFECTIVE DATE.**

This ordinance shall take effect immediately upon adoption in accordance with the City of Flagler Beach Charter.

PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF MAY, 2025.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

\_\_\_\_\_  
Patti King, Mayor

ATTEST:

150

151 Penny Overstreet, City Clerk

---



## PLANNING AND ARCHITECTURAL REVIEW BOARD MEETING MINUTES - DRAFT

Tuesday, May 06, 2025 at 5:30 PM

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

- 
- 6a. ORDINANCE NO. 2025-XX:** AN ORDINANCE BY THE CITY OF FLAGLER BEACH AMENDING THE FLAGLER BEACH CODE OF ORDINANCES, APPENDIX "A," LAND DEVELOPMENT REGULATIONS, TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO ADOPT AND REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith presented the item and summary. Board comments included confirmation the ordinance amendments are related only to manufactured homes and the City Attorney clarified it is for all homes.

Joann Soman made a motion to recommend approval of item 6a.; Lisa Smith seconded. Motion passed unanimously after a roll call vote.

Public comment was opened. No comments were received.



## Staff Report

City Commission Regular Meeting

May 22, 2025



**To:** City Commission

**From:**

**Meeting Date:** May 22, 2025

**Item Name:** City Attorney

**Background:**

**Fiscal Impact:**

**Staff Recommendation:**

**Attachments:**

None





## Staff Report

City Commission Regular Meeting

May 22, 2025



**To:** City Commission

**From:**

**Meeting Date:** May 22, 2025

**Item Name:** City Manager

**Background:**

**Fiscal Impact:**

**Staff Recommendation:**

**Attachments:**

None



# Staff Report

City Commission Regular Meeting

May 22, 2025



**To:** City Commission

**From:**

**Meeting Date:** May 22, 2025

**Item Name:** City Clerk

**Background:**

**Fiscal Impact:**

**Staff Recommendation:**

**Attachments:**

None



## Staff Report

City Commission Regular Meeting

May 22, 2025



---

**To:** City Commission  
**From:**  
**Meeting Date:** May 22, 2025  
**Item Name:** Commission comments, including reports from meetings attended

**Background:**

**Fiscal Impact:**

**Staff Recommendation:**

**Attachments:**

None



## Staff Report

City Commission Regular Meeting

May 22, 2025



**To:** City Commission

**From:**

**Meeting Date:** May 22, 2025

**Item Name:** 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.

**Background:**

**Fiscal Impact:**

**Staff Recommendation:**

**Attachments:**

None