



City Commission Regular Meeting Agenda

Thursday, November 13, 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. **Deletions and changes to the agenda**
4. **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.
5. **Consent Agenda**
 - a. Approve the October 23, 2025 Regular Meeting Minutes.
6. **General Business**
 - a. Resolution 2025-87. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing services for Fire Hydrant Repairs to be performed under the City's continuing contract with U.S. Water Services Corporation; approving a project budget in the amount of \$43,378.50; providing for funding, implementation, and an effective date.
 - b. Consider the request from the property owner at 324 N 2nd Street to place a butterfly garden around the monument sign and City ROW.
 - c. Consider application(s) to fill vacancy on the Parks Committee.
 - d. Resolution 2025-91. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the execution of a professional services agreement with Mead & Hunt, Inc. for engineering services related to Potable Water Wells #17 and #18 and associated Consumptive Use Permit; providing for conflict and an effective date.
 - e. Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of \$46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.
 - f. Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date.
 - g. City Manager Annual Evaluation
 - h. Resolution 2025-85. A Resolution of the City Commission of the City of Flagler Beach, Florida, Adopting the FY 2025/2026 Salary Plan; providing for conflict and an effective date.

7. Public Hearings

- a. Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).
- b. Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).
- c. Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading).
- d. Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading).
- e. Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)
- f. Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)
- g. Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (First reading).
- h. Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.
- i. Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date (Second/Final Reading).
- j. Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that

certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. (Second/Final Reading)

8. Staff Reports

- a. City Attorney
- b. City Manager

9. 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.

10. Adjournment

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



City Commission Regular Meeting Minutes

Thursday, October 23, 2025 at 5:30 PM

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



Present: Mayor Patti King, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Manager Dale L. Martin, Attorney Drew Smith, Deputy Clerk Colleen Kuhn

Absent: Chairman James Sherman, Vice Chairman Rick Belhumeur, and City Clerk Penny Overstreet

1. **Call the meeting to order.** Commissioner Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Cunningham led the Pledge.
3. **Deletions and changes to the agenda**

Dale Martin, City Manager, requested that Item 6a be removed from the Agenda. He indicated it would likely come back to the Commission at the December meeting.

4. **Public comments regarding items not on the agenda**

A citizen (no audio) spoke regarding annexation of Veranda Bay on west side of John Anderson. Commissioner Cooley noted the recent communication from Flagler County regarding the annexation and asked if the City should inquire if they would consider purchasing the land that is in flood zone. Attorney Drew Smith said the Commission could ask; he believed the discussion had already been had but was unsure how formal it was and how the builder responded. The Commission reached consensus to have Attorney Smith work with Mr. Martin to draft a letter to Flagler County regarding the request. Mr. Martin said he was unsure of the developer's plan for laying out land but understood about 50% would be held in conservation. He shared that the County had an environmentally sensitive land fund. Attorney Smith suggested inviting the County to the meeting on November 13th. The Commission concurred.

5. **Consent Agenda**

- a. Approve the minutes of the October 09, 2025, Meeting.
- b. Approve an Interlocal Agreement between the Flagler County Supervisor of Elections and the City of Flagler Beach for the 2026 Municipal Election.

Commissioner Cooley made a motion to approve the Consent Agenda. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously.

6. **General Business**

- a. Resolution 2025-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing and approving the South Central Water Main Replacement Project – Phase 2, accepting Mead & Hunt as the Consultant to oversee the construction of the project, in an amount not to exceed \$59,696.00, providing for conflict and an effective date.

This Item was removed from the Agenda.

- b. Resolution 2025-88. A Resolution of the City Commission of the City of Flagler Beach to Grant Perpetual Easements on City-Owned Property for the Purpose of Beach Restoration; providing for conflict and an

effective date.

Attorney Smith read the title for Resolution 2025-88 into the record. Mr. Martin explained these were easements on City property and the County had the design, funding and permitting in place. Mayor King asked who was responsible for fixing walkovers if they were damaged. Attorney Smith said the County would be if they caused the damage.

Commissioner Cooley made a motion to approve Resolution 2025-88. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

- c. Resolution 2025-89. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2025-65, which adopted a 2025/2026 Fee Schedule; amending City Clerk Fees to add fees for rental of the Wickline Center; providing for conflict and an effective date.

Attorney Smith read the title for Resolution 2025-89 into the record.

Commissioner Cooley made a motion to approve Resolution 2025-89. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

7. Public Hearings

- a. Ordinance 2025-27. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances, Chapter 6, Article V, Rules and Regulations for Parks; Section 6-73 (29); providing for codification, conflicts and an effective date (First Reading).

Attorney Smith read the title for Ordinance 2025-27 into the record.

Commissioner Cooley made a motion to approve Ordinance 2025-27. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

8. Staff Reports

- a. City Attorney. Attorney Smith noted the golf course purchase and sale agreement was signed yesterday and it would come before the Commission at the November 13, 2025, meeting. He said there was a proposal to implement a filing fee for parking ticket appeals with the Special Magistrate and the fee would help cover certified mailing and administrative costs. He reviewed some history of code enforcement meetings, appeals, and parking tickets. Discussion ensued. The Commission agreed to consider the proposed filing fee and requested that Attorney Smith prepare an Ordinance.
- b. City Manager. Mr. Martin said he provided the Commission with a bound budget book. He shared the Parks Committee had their first meeting and asked the Commission to complete the survey he gave them. He reviewed a list of events scheduled for this coming Saturday including Witches and Warlocks Bike Ride, Police Department Prescription Drug Take Back, Flagler Strong Scavenger Hunt, Trunk or Treat, and Flagler Flicks. He noted City offices would be closed on Veterans Day and discussed the Veteran's Day Parade. He explained there was a request to eliminate the plastic bags recycling program. He asked the Commission to consider the request and end the program effective December 31st. Commissioner Cooley said recycling was costly and he supported ending the program.
- c. City Clerk. Ms. Kuhn said the YouTube streaming was not working.

- 9. Asked if anything from City Engineer or Police Department. No comments were offered.

10. Commission Comments

Mayor King said she attended the Family Life Center Rise Up Event and said it was very eye opening. She shared that she and Mr. Martin attended the Florida Inland Navigation District (FIND) reception and noted final preparations for the Centennial Gala were in the works and tickets were no longer being sold.

Commissioner Cunningham confirmed that the golf course, Veranda Bay, and Summertown would be on November 13, 2025, meeting agenda. He inquired about activity that was going on at the golf course and said there was clearing happening and it looked like construction was about to begin. Mr. Martin said staff would reach out and find out what is happening at the golf course.

Commissioner Cooley said he attended the Tourist Development Council (TDC) meeting and asked that they work on messaging around parking specifically by the Pier as businesses were experiencing a decline due to construction. He asked if staff would speak with Florida Department of Transportation (FDOT) and the contractor directly about the messes being left around the City. Mr. Martin said they held a teleconference and expressed the City's dissatisfaction, and an onsite meeting was being coordinated. Mr. Cooley referenced the letter from the County requesting a meeting. He proposed the City move forward on its agreement regarding the County's Municipal Service Benefit Unit (MSBU), Municipal Service Taxing Unit (MSTU) funding proposal; he suggested proposing an MSTU. Commissioner Spradley agreed, said they should consider how the numbers were computed, and believed it should be tied to property value. Commissioner Cunningham agreed and questioned the six-year return. Mr. Martin explained where the six-year number came from. Discussion ensued. Attorney Smith suggested he draft a request to the County stating the City's direction and said the County's ordinance was key. Commissioner Cooley suggested drafting a resolution. Mr. Martin responded that the City could increase the milage by .5, keep the money under the City's control, and dedicate it to beach renourishment.

Commissioner Spradley said he attended the Flagler Beach Business Bureau where he and Mr. Martin provided updates. He shared that he attended a public parking forum that was well attended and noted that residents and businesses discussed parking issues and proposed some solutions. He said he was holding Saturday Town Halls at 9:00 a.m. in his office and noted he was going to be a speaker at the Florida Bar Annual Meeting.

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

Brett Spitalny provided comments regarding Veranda Bay and noted they were asking for approval for 150 boat slips and referenced the renderings. He suggested the Commission consider reducing that number. Commissioner Spradley said he would investigate. Commissioner Cooley said he could rely on the number they provided versus the rendering. Attorney Smith concurred.

10. **Adjournment.** Commissioner Spradley asked for a motion to adjourn the meeting. Commissioner Cooley motioned to adjourn the meeting at 6:32 pm.

Scott Spradley, Commissioner

Attest:

Colleen Kuhn, Deputy City Clerk



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 13, 2025
Item Name: Resolution 2025-87. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing services for Fire Hydrant Repairs to be performed under the City's continuing contract with U.S. Water Services Corporation; approving a project budget in the amount of \$43,378.50; providing for funding, implementation, and an effective date.

Background:

The City of Flagler Beach maintains an extensive network of fire hydrants (nearly 300) vital to community fire protection and public safety. Routine inspections and maintenance conducted by City staff and contracted personnel have identified multiple hydrants requiring immediate repair or replacement due to age, corrosion, and mechanical failure.

To ensure compliance with Florida Department of Environmental Protection (FDEP) and National Fire Protection Association (NFPA) standards, prompt corrective action is necessary. The City has an established continuing services contract with U.S. Water Services Corporation, which provides qualified personnel, equipment, and expertise to perform such work efficiently and in accordance with City procurement requirements.

Fiscal Impact:

The Fire Department budget provides funding for the maintenance of fire hydrants (Repairs and Maintenance Machinery and Equipment), while the Utility Maintenance Fund supports hydrant replacements (Fire Hydrant Replacement). The total expenditure will not exceed \$43,378.50.

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 2025-87.

Attachments:

1. 87- Hydrants
2. Flagler Fire Hydrants 9.22.25 (1)
3. Fire Hydrant Repair List

4. City of Flagler Beach - COI
5. City of Flagler Beach - Fire Hydrant Contract-USWSIGNED

RESOLUTION 2025-87

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING SERVICES FOR FIRE HYDRANT REPAIRS TO BE PERFORMED UNDER THE CITY'S CONTINUING CONTRACT WITH U.S. WATER SERVICES CORPORATION; APPROVING A PROJECT BUDGET IN THE AMOUNT OF \$43,378.50; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach maintains an essential network of fire hydrants that provide critical fire protection and public safety services throughout the community; and,

WHEREAS, routine inspections and maintenance have identified a number of fire hydrants in need of immediate repair to ensure the system's reliability and compliance with fire protection standards set forth by the Florida Department of Environmental Protection and the National Fire Protection Association (NFPA); and,

WHEREAS, the City has previously established continuing service contracts with qualified vendors, including U.S. Water Services Corporation, in accordance with Florida Statutes and the City's procurement policies, to perform repair and maintenance services as needed; and,

WHEREAS, U.S. Water Services Corporation possesses the technical expertise, personnel, and equipment necessary to complete the required repairs efficiently and safely under the terms of the existing continuing services agreement; and,

WHEREAS, the City Commission recognizes that prompt completion of these repairs is essential to maintaining adequate water pressure and fire protection capacity, thereby protecting the health, safety, and welfare of residents, visitors, and businesses; and,

WHEREAS, U.S. Water Services Corporation possesses the technical expertise, personnel, and equipment necessary to complete the required repairs efficiently and safely under the terms of the existing continuing services agreement; and,

WHEREAS, funding for the Fire Hydrant Repair Project will be provided through the City's Fire Hydrant Repair Fund, as appropriated in the Fiscal Year 2026 budget, with a total project cost not to exceed \$43,378.50 to cover all labor, materials, equipment, and associated expenses.;

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

SECTION 1. The City Commission hereby authorizes the execution of a work order under the City's continuing services contract with U.S. Water Services Corporation, in an amount not to exceed Forty-Three Thousand Three Hundred Seventy-Eight Dollars and Fifty Cents (\$43,378.50), for the completion of the Fire Hydrant Repair Project.

SECTION 2. Project costs shall be paid from the appropriated funds in the City's FY 2026 budget, and the total project budget is established at \$43,378.50, which amount shall cover all labor, materials, and associated expenses for completion of the project.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. 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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address
City Of Flagler Beach 800 South Daytona Avenue Flagler Beach, Florida 32136

Flagler Fire Hydrant Repair / Replacement

USWSC proposes to perform the following work: Repair or replace as directed.

Description	Qty	Each	Total
Upper Barrel Repair (OP Nut Frozen) -	2	\$1,250.00	\$2,500.00
Upper Barrel Repair (Bolts) -	4	\$1,300.00	\$5,200.00
Lower Barrel Repairs -	5	\$1,750.00	\$8,750.00
Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint nad not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop. -			
3	\$7,095.00	\$21,285.00	
mobilization & Demobilization -	1	\$1,700.00	\$1,700.00

****Below are contingency items and willl on be used as needed****

Hydrant Extension up to (12")	- As Needed	- \$2,100.00
Hydrant Extension up to (18")	- As Needed	- \$2,200.00
Restraint per fitting	- As Needed	- \$950
Sod Replacement (Bahia) per 400sq	- As Needed	- \$1,200.00

**** Any Hydrant Extensions, Restraints(Per Fitting) and sod replacement will be billed as needed out of contingency funds****

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected within 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

[illegible]

Signature to begin work: _____

Fire Hydrant Pricing Sheet						
Item #	Description	Qty	Unit	Each	Total	
	Upper Barrel Repair (OP Nut Frozen)	2		\$1,250.00	\$1,250.00	\$2,500
	Upper Barrel Repair (Bolts)	4		\$1,300.00	\$1,300.00	\$5,200.00
	Lower Barrel Repair	5		\$1,750.00	\$1,750.00	\$8,750
	Hydrant Extension up to (12")	A/N		\$2,100.00	\$2,100.00	\$2,100.00
	Hydrant Extension up to (18")	A/N		\$2,200.00	\$2,200.00	\$2,200.00
	Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	3		\$7,095.00	\$7,095.00	\$21,285
	Restraint per fitting	A/N		\$950	\$950	\$950.00
	mobilization & Demobilization	1		\$1,700.00	\$1,700.00	\$1,700
	Sod Replacement (Bahia)	400s y A/N		\$1,200.00	\$1,200.00	\$1,200.00
	A/N = As Needed					

Bolt Replacements

F166 3651 South Central Ave (Mueller Centurion 2001 5.25) (8 Bonnet Bolts)

F123 2245 South Central Ave (Mueller Standard T 1964 4.5) (8 Traffic Flange Bolts)

F058 North 3rd and Central Ave. Bolts are rusted on the upper barrel (8 Bonnet Bolts)

F017 N. 17th and Daytona Ave. Upper Barrel Repair (Bolts)

Upper Barrel Repair

F105 1744 S Flagler Ave (Op Nut Frozen) (Mueller Standard T 1963 4.5)

F093 S Central Ave/ S 15th St. (Op Nut Frozen) (Kennedy K-10 1980 5.25)

Lower Barrel Repair

F074 500 Flagler Ave (Lower barrel leaking) (Water Master 5cd 2016 5.25)

F066 120 Lehigh Ave (Lower barrel leaking) (M&H 129 2005 5.25)

F084 Flagler Ave/ S 12th St (Lower barrel leaking) (M&H 129 2005 5.25)

F098 1545 S Flagler Ave (Lower barrel leaking) (Watermaster 5CD 2016 5.25)

F029 324 N 12th Street (Traffic Flange Repair) (M&H 129 Unk Year 5.25)

Hydrant Replacements

F155 Sunset Cove and South Central Ave

F131 2327 S. Daytona Ave

F174 300 Lambert Ave



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td>Great American Alliance Insurance Company</td><td>26832</td></tr><tr><td>INSURER C:</td><td>Westfield Specialty Insurance Company</td><td>16992</td></tr><tr><td>INSURER D:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER E:</td><td>Homeland Insurance Company of New York</td><td>34452</td></tr><tr><td>INSURER F:</td><td>Endurance American Specialty Insurance Com</td><td>41718</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:	Great American Alliance Insurance Company	26832	INSURER C:	Westfield Specialty Insurance Company	16992	INSURER D:	Federal Insurance Company	20281	INSURER E:	Homeland Insurance Company of New York	34452	INSURER F:	Endurance American Specialty Insurance Com	41718
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Philadelphia Indemnity Insurance Company	18058																				
INSURER B:	Great American Alliance Insurance Company	26832																				
INSURER C:	Westfield Specialty Insurance Company	16992																				
INSURER D:	Federal Insurance Company	20281																				
INSURER E:	Homeland Insurance Company of New York	34452																				
INSURER F:	Endurance American Specialty Insurance Com	41718																				

COVERAGES**CERTIFICATE NUMBER:** W41080565**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		PHPK2629384-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			PHPK2629391-007	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			PHUB891163-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC E546162-05	10/31/2024	10/31/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Env Contractors Pollution & Professional Liability			CPP-455074Q-00	11/30/2024	11/30/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name: Flagler Fire Hydrant Repairs / Replacement
SEE ATTACHED

CERTIFICATE HOLDER

City of Flager Beach 105 S 2nd Street Flagler Beach, FL 32136	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 28710253

BATCH: 4173254

Page 14 of 883



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Flager Beach is included as an Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Federal Insurance Company

NAIC#: 20281

POLICY NUMBER: J06560453 EFF DATE: 05/24/2025 EXP DATE: 05/24/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Theft Coverage	Limit	\$1,000,000
	Deductible	\$5,000

INSURER AFFORDING COVERAGE: Homeland Insurance Company of New York

NAIC#: 34452

POLICY NUMBER: 720002942-0000 EFF DATE: 06/21/2025 EXP DATE: 05/24/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber	Aggregate	\$3,000,000

ADDITIONAL REMARKS:

Aggregate and "Per Claim" are the same.

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company

NAIC#: 41718

POLICY NUMBER: EXN30049064701 EFF DATE: 11/30/2024 EXP DATE: 11/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability (1st Layer)	Limit	\$5M xs \$5M



CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the "City"), and U.S. Water Services Corporation, a Corporation, whose address is 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652 (the "Contractor").

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform Fire Hydrant Repairs (hereinafter referred to as the "Project"); and

WHEREAS, on 9/22/2025, the City issued a Request for Quotation; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in Contractor's submitted response, the City has selected Contractor to perform the construction services; and

WHEREAS, on 10/10/2025, the City issued a Notice of Intent to Award this Contract to Contractor; and

WHEREAS, Contractor has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to Contractor's scope of Work that affects the Contract Price and/or the Contract Time.

Change Order means a written instrument signed by the City, Contractor, and the appropriate member of the Design Team, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City's Representative means Dale Martin, City Manager, or its successor designated in writing.



Codes mean building and other codes applicable to the Project.

Construction Change Directive means a written directive to perform Work that is issued unilaterally by City.

Contract means this Construction Contract and all Exhibits, and all amendments thereto.

Contract Documents mean the documents identified in Section 5 of this Contract.

Contract Price means Contractor's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Contractor means U.S. Water Services Corporation.

Day means a calendar day.

Design Team means, collectively, any architect, engineer, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Final Completion means that Contractor has satisfactorily completed all of the Work and that the requirements for the City's final acceptance have been met.

Governmental Authority means any federal, state, local and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing Contractor to proceed with Work which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or Contractor or both, respectively, to this Contract.

Project means the Fire Hydrant Repairs.

Site means locations presented in document attached.

Subcontract means a written agreement, in a form acceptable to the City, between Contractor and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with Contractor to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Substantial Completion means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part



thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Work means all work to be performed by Contractor under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2. **SCOPE OF WORK**

- 2.1 Contractor agrees to diligently provide all construction services, materials, and labor (the “Work”) for the performance of Fire Hydrant Repairs, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged, and which are incorporated herein by this reference.

ARTICLE 3. **TERM**

- 3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4. **CONTRACT PRICE**

- 4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed Forty-Three Thousand, Three Hundred Seventy Eight Dollars and Fifty Cents (\$ 43,378.50) (referred to herein as the “Contract Price”).

ARTICLE 5. **CONTRACT DOCUMENTS**

- 5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and Contractor and which are made a part hereof by this reference, shall consist of the following:
- 5.1.1 This Contract, including all the Exhibits and amendments hereto.
 - 5.1.2 Plans, specifications, and related documents prepared by Design Team Members, and approved in writing by the City, upon which the Contract Price is based.
 - 5.1.3 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:
 - A. Notice to Proceed.
 - B. Construction Change Directives.
 - C. Change Orders.



D. Field Orders.

- 5.2 **Intent.** The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, testing and field surveying, and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6. **CONTRACT TIME; LIQUIDATED DAMAGES**

- 6.1 **Commencement of Contract Times.** The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.
- 6.2 **Time for Performance.** Contractor shall achieve Substantial Completion and Final Completion within the timeframes specified in the Contract Documents, or as extended by approved Change Orders.
- 6.3 **Time is of the Essence.** Contractor acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion date, set forth in this Contract and in the Project Schedule.
- 6.4 **Liquidated Damages.**
- 6.4.1 The Parties acknowledge that Contractor's failure to complete the Work within the Contract Time will result in damages that are difficult to accurately determine. Therefore, if Contractor fails to achieve Substantial Completion or Final Completion within the contractually specified time, or any extension thereof granted pursuant to the Contract, the City shall assess liquidated damages as follows: \$250 per day for every day past the Final Completion date as indicated in the Notice to Proceed issued by the City.
- 6.4.2 The Parties agree that the liquidated damages are not a penalty, but a reasonable estimate of actual damages incurred due to delayed completion, including additional administrative, inspection, and oversight costs.
- 6.4.3 Liquidated damages may be deducted from any progress payment or retainage due to Contractor. If the unpaid contract balance is insufficient, Contractor shall be liable for the excess amount.

ARTICLE 7. **PAYMENT PROCEDURES**



- 7.1 **Invoices.** Contractor shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized change orders. Each invoice shall be accompanied by supporting documentation, which may include Subcontractor and supplier payment affidavits, certified payroll records (if applicable), and/or any other information required by the City. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case Contractor shall resubmit a corrected invoice.
- 7.2 **Billing Address.** Unless otherwise agreed to in writing by both Parties, Contractor shall submit invoices to: Building Department, City of Flagler Beach, 800 S. Daytona Avenue, Flagler Beach, FL 32136.
- 7.3 **Progress Payments.** The City shall make periodic payments to Contractor based on the percentage of Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice.
- 7.4 **Retainage.**
- 7.4.1 In accordance with § 255.078, F.S., the City shall retain five percent (5%) of each progress payment as retainage; provided, however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. Once the Project reaches fifty percent (50%) completion, as determined by the City, the retainage may be reduced for subsequent progress payments, provided Contractor is performing satisfactorily.
- 7.4.2 Within ten (10) Days after receiving retainage from the City, Contractor shall remit the appropriate retainage amount to each Subcontractor or supplier whose labor, services, or materials were included in the payment. Contractor shall not withhold retainage from Subcontractors or suppliers in excess of the percentage withheld by the City unless otherwise agreed to in writing. Failure to comply with this provision may result in penalties or withholding of future payments.
- 7.5 **Final Payment.**
- 7.5.1 In accordance with § 255.078, *Florida Statutes*, upon Final Completion, the City shall pay Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any outstanding punch list items.
- 7.5.1 The City's acceptance of Contractor's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Contractor's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.



7.6 **Interest.** All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS

8.1 Contractor hereby represents the following:

- 8.1.1 Contractor is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.
- 8.1.2 Contractor has visited the Project Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 8.1.3 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of the Work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 8.1.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to technical data in such reports and drawings.
- 8.1.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Project Site; information and observations obtained from visits to the Project Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs. Contractor accepts full responsibility for, and waives all claims for additional compensation relating to, existing conditions at the Site.
- 8.1.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8.1.7 Contractor is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.



- 8.1.8 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Project Site conditions and the Contract Documents, and the written resolution thereof by the appropriate Design Team member, as identified by the City, is acceptable to Contractor.
- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.1.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9. CITY'S RESPONSIBILITIES

- 9.1 **City's Representative.** The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.
- 9.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required for Contractor to complete the Work. Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10. CONTRACTOR RESPONSIBILITIES

- 10.1 The Contractor shall be solely responsible for reviewing, understanding, and complying with all requirements, specifications, drawings, and conditions set forth in the Scope of Work. It is the Contractor's obligation to verify the scope of work, site conditions, and all applicable codes and regulations prior to submitting a bid or commencing work. No claims for additional compensation or time extensions will be allowed due to the Contractor's failure to examine the Scope of Work Documents in its entirety or to clarify any discrepancies prior to quoting. All obligations, duties, and responsibilities of the Contractor are as more fully described in the Scope of Work, which is incorporated herein by reference.

ARTICLE 11. INSURANCE; INDEMNITY

- 11.1 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and/or persons employed or utilized by Contractor in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. Contractor's obligations under this Section shall in no way limit the City's other



rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.

- 11.2 **Insurance.** Contractor shall not commence any construction Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, Contractor shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. Contractor's failure to maintain coverage as required herein shall not relieve Contractor of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and the Subcontractors under a contract.

ARTICLE 12. TERMINATION

12.1 Termination by Contractor.

- 12.1.1 If: (A) without good cause, the City shall fail for a period of 30 Days after the due date to make payment on the undisputed portion of any approved Contractor invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of Contractor, then Contractor immediately shall serve City with written notice thereof.
- 12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within 30 Days after such notice; or (2) if the delay described in Section 11.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by Contractor by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to Contractor's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and Contractor shall be compensated in the manner and to the extent set forth in Section 11.4. hereof.
- 12.2 **City's Right to Perform CM's Obligations.** If Contractor fails to fulfill any obligations under this Contract, including obligations to perform Work using Contractor's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to Contractor, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 Termination by the City for Cause.



12.3.1 The occurrence of any one of the following events shall constitute a “For-Cause Event” by Contractor under this Contract. If Contractor:

- A. Is adjudged bankrupt.
- B. Makes a general assignment for the benefit of Contractor’s creditors.
- C. Has a receiver appointed on account of Contractor’s insolvency.
- D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.
- E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.
- F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.
- G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.
- H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.
- I. Is otherwise in breach of a material provision of this Contract.

12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing Contractor and Contractor’s surety, if any, seven (7) Days’ written notice, terminate this Contract and may, subject to any prior rights of the surety, take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the Project by whatever reasonable method the City may deem expedient.

12.3.3 If the City terminates this Contract for cause pursuant to this Section, Contractor shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for any Design Team member services, if any, and expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to Contractor, excluding monies owed to Contractor for subcontract Work.

12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.



12.4 Termination by City for Convenience.

- 12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to Contractor a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof, specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by Contractor prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, Contractor shall:
- A. Cease operations as directed by the City in the notice.
 - B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.
 - C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.
- 12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.
- 12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.
- 12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

- 13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to



resolve the matter through litigation in a court of competent jurisdiction as defined in Section 12.2 below. Each Party reserves all rights and remedies available under applicable law.

- 13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

- 13.3 **Notice.** All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Contractor: U.S. Water Services Corporation
Attn: *[Christina Crego, Project Coordinator]*
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

- 13.4 **Project Records/Audit.** Throughout the term of the Contract, Contractor shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. Contractor's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

- 13.5 **Consequential Damages.** The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

- 13.6 **Public Records.**

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, Contractor agrees to:



- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.
- B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract Term, and following completion of the Contract until the records are transferred to City.
- D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CityOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.

13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

13.6.4 Contractor acknowledges that Contractor's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the



Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

- 13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.
- 13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.
- 13.10 **Conflict of Interest.** Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein



- 13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit H**, and incorporated herein by reference.
- 13.12 **Equal Opportunity Employer.** Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.
- 13.13 **Drug-Free Workplace.** Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.
- 13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.
- 13.15 **Non-Discrimination; Federal Wages.** Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.
- 13.16 **Non-Collusion.** Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.



- 13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.
- 13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.
- 13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.
- 13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.
- 13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law),



and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 13.22 **Successors and Assigns.** The City and Contractor each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
- 13.24 **Joint Authorship.** This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.
- 13.25 **Headings.** All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.
- 13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]



IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Contract, effective this ____ day of _____ 20____.

CITY OF FLAGLER BEACH

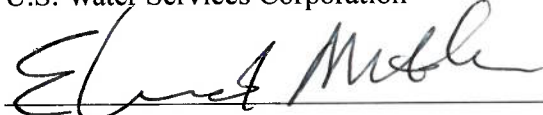
ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



U.S. Water Services Corporation



Signature

Edward Mitchell

Print

VP/Secretary

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PASCO

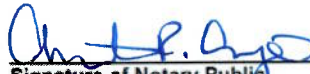
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 21 day of October, 2025

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____



Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:





Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

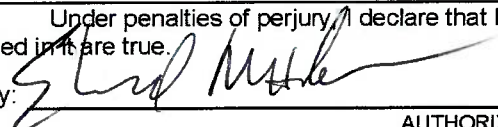
Respondent Vendor Name: U.S. Water Services Corporation
Vendor FEIN: 20-0008821
Vendor's Authorized Representative Name and Title: Edward Mitchell, VP/Secretary
Address: 4939 Cross Bayou Blvd.,
City: New Port Richey State: FL ZIP: 34652
Phone Number: 866-753-8292
Email Address: emitchell@uswatercorp.net

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
AUTHORIZED SIGNATURE

Print Name and Title: Edward Mitchell, VP/Secretary

Date: October 21, 2025



Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address
City Of Flagler Beach 800 South Daytona Avenue Flagler Beach, Florida 32136

Flagler Fire Hydrant Repair / Replacement

Quantity

2

Upper Barrel Repair (Bolts)	4
Lower Barrel Repair	5
Replace typical bury (48") hydrant	3
Mobilization & Demobilization	1

CONTINGENCY

Hydrant Extension up to (12")	
Hydrant Extension up to (18")	
Restraint per fitting	
Sod Replacement (Bahia) per 400sq	

Total Materials Cost	\$39,435.00
-----------------------------	--------------------

Contingency Cost	\$3,943.50
-------------------------	-------------------

Labor Total

Change order shall be executed by the owner prior to continuation of work.
Payment is expected within 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

\$43,378.50

Signature to begin work:



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Consider the request from the property owner at 324 N 2nd Street to place a butterfly garden around the monument sign and City ROW.

Background:

The property and local business owner at 324 N 2nd Street is seeking authorization to place a butterfly garden around a monument sign that will grow to encompass part of the right-of-way.

Per City Code **Sec. 14-108** — Regulations governing the placement and maintenance of vegetation and improvements within public right-of-way, public ways, and other public property.

1. The request for authorization includes a statement demonstrating that the placement and maintenance of the vegetation or improvement will not: (1) create visual blight; (2) pose a safety hazard to the traveling public including any impairment of safe lines of sight; (3) diminish or interfere with the function, maintenance, or operation of the public right-of-way, public way or public property including swales and other stormwater retention, detention, and transmission infrastructure; or (4) otherwise harm the health, safety, or welfare of the community wherein the vegetation or improvement is to be located. This section shall not apply to any developer of land required as part of the development approvals to install infrastructure or vegetation within a right-of-way or upon other public property.

The applicant reviewed the butterfly garden concept with City Engineer, Bill Freeman, who confirmed that Section 14-108 (3) will not be affected by the request.

Sec. 5.03.42. — Access to water meters for city meter readers. All owners of real property and/or tenants of real property receiving water from the city water system and having a water meter located on their property or the city's right-of-way abutting their property shall be responsible for keeping the area from the edge of the roadway up to and within a two-foot radius of the water meter free of shrubbery, plant life, automobiles, fences and other materials which might prevent ready and convenient access to the water meter by the city meter reader at all times.

The applicant acknowledged he is to maintain a two-foot radius around the water meter clear of material, shrubbery, and debris.

Fiscal Impact:

N/A

Staff Recommendation:

Per Section 14-108, the request requires City Commission approval.

Attachments:

1. Butterfly Garden Authorization Request from Property Owner Keith Patton
2. Aerial Map_324 N 2nd Street
3. Existing Conditions_Front View
4. Existing Conditions_Side View

From: Keith Patton <keithsbigboxofrocks@gmail.com>

Sent: Sunday, September 28, 2025 12:34 PM

To: Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Gary Hinebaugh
<GHinebaugh@Cityofflaglerbeach.com>

Subject: External - Fwd: External - Re: External - Re: External - Re: External - Re: cut grass

You don't often get email from keithsbigboxofrocks@gmail.com. [Learn why this is important](#)

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

Dear Ms mcClenning

I am writing you to respond to conversations with code enforcement dealing with the corner of North 2nd Street and Flagler Ave

1) create visual blight;

a butterfly garden when completed will provide visual beauty, flowering plants and wild animals in the form of butterflies and other pollinators being the opposite of blight as defined by "spoils or damages something"

2) pose a safety hazard to the traveling public including any impairment of safe lines of sight;

garden will not be very tall, and i will maintain any of the taller plants away from the curb, there is great visibility at this intersection compared to many in this neighborhood

(3) diminish or interfere with the function, maintenance, or operation of the public right-of-way, public way or public property including swales and other stormwater retention, detention, and transmission infrastructure; or (will not diminish or interfere with right of way, will assist with stormwater by absorbing more water than just grass

4) otherwise harm the health, safety, or welfare of the community wherein the vegetation or improvement is to be located.

will not harm health, safety or welfare, but it will enhance the community and benefit it by introducing native and wildlife friendly plants

Please advise me if you have any questions or need more information

I love for you to come visit again in the future, i hope the garden will be in place by early 2026

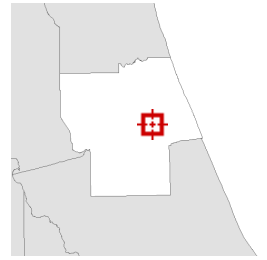
its a slow process to grow plants and change from a grass area to native and florida friendly but i'll get there

Keith

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	12-12-31-4500-00470-0090	Owner	PATTON TRUST HOLDING COMPANY LLC	Land Value	\$351,000	Last 2 Sales Date		Price	Reason	Qual
Prop ID	78897		160 FENIMORE LANE B	Ag Land Value	\$0	4/15/2024		\$673000	I	Q
Class Code	OFFICE BUILDING		PALM COAST, FL 32137	Building Value	\$188,976	4/19/2013		\$305000	I	Q
Taxing District	22	Physical Address	324 2ND ST N	Misc Value	\$6,581					
GIS sqft	10,000.327			Just Value	\$546,557					
				Assessed Value	\$546,557					
				Value Exempt	\$0					
				Value Taxable	\$546,557					

Date created: 11/5/2025

Last Data Uploaded: 11/5/2025 7:24:31 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

328

Big Box of Rocks
Crystal Shop
www.keithsbigboxofrocks.com





Native Plants
attracts
butterflies



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Colleen Kuhn, Deputy City Clerk
Meeting Date: November 13, 2025
Item Name: Consider application(s) to fill vacancy on the Parks Committee.

Background:

The City Commission approved Resolution 2025-61 creating the Parks Committee at its July 24, 2025 meeting and voted on Parks Committee applicants at the August 28, 2025, Commission meeting. Prior to holding the first meeting of the Parks Committee on October 22, 2025, staff was notified by Committee Member Michele Dunn that she had moved. The Parks Committee volunteer opportunity was posted on the City's website and sent out via Notify Me requesting residents who were interested to submit their applications by November 4, 2025.

One application was received before the deadline from Sue Eichler .

Fiscal Impact:

None.

Staff Recommendation:

City staff recommends appointing Ms Eichler to fill the vacant seat and fulfill the remainder of the term (August, 2026) on the Parks Committee.

Attachments:

1. Parks Committee Application from Sue Eichler received 10.23.25

Colleen Kuhn

From: noreply@civicplus.com
Sent: Thursday, October 23, 2025 10:39 AM
To: Colleen Kuhn; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

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

Advisory Board and Committee Application Form

First Name	Sue
Last Name	Eichler
Street Number	1227
Street Name	S Flagler Ave
Street Type	Avenue
P.O. Box	Field not completed.
City	Flagler Beach
State	FL
Zip	32136
Phone Number	386-373-0200
Cell Phone	Field not completed.
Email Address	suz1125@yahoo.com
Occupation	Retired
Number of Years as a Resident	7
How many Commission Meetings have you attended?	5+
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

served on the New Paltz Soccer Board for five years, including time as both a member and President. Following that, I served on the New Paltz Recreation Board for three years. I am currently a volunteer with Friends of Betty Steflik. As an outdoor enthusiast, I would be honored to serve on the Parks Board.

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

Boards and Committees *Field not completed.*

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

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



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 13, 2025
Item Name: Resolution 2025-91. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the execution of a professional services agreement with Mead & Hunt, Inc. for engineering services related to Potable Water Wells #17 and #18 and associated Consumptive Use Permit; providing for conflict and an effective date.

Background:

The City of Flagler Beach continues to experience growth that is increasing potable water demand while several existing wells are showing reduced water quality and yield. To address these needs, two parcels were previously dedicated to the city as New Well Sites #1 and #2, intended for Wells #17 and #18.

Mead & Hunt, Inc. has prepared a proposal dated October 13, 2025, to provide engineering design and permitting services for these new wells and to assist with the Consumptive Use Permit (CUP) modification required by the St. Johns River Water Management District (SJRWMD). The proposal also includes coordination with Connect Consulting, Inc. (CCI) for well drilling and groundwater modeling, and Biological Consulting Services, Inc. (BCS) for wetland monitoring plan updates.

This project is critical to maintaining the City's potable water capacity and ensuring long-term water supply reliability in compliance with regulatory requirements.

Fiscal Impact:

The total fee for the full scope (Wells #17 and #18) is \$187,721, based on a lump sum professional services agreement with Mead & Hunt, Inc. If the City elects to proceed with Well #17 only, the fee is \$149,616. Funding for this project will be provided from the Water Utility Capital Improvement Fund.

Staff Recommendation:

Staff recommends approval of Resolution 2025-91, accepting the Mead & Hunt, Inc. Scope of Services and Fee Estimate, for design, permitting, and Consumptive Use Permit assistance for Potable Water Wells #17 and #18 in an amount not to exceed \$187,721. Alternatively, if the

Commission prefers to advance Well #17 only at this time, Staff recommends approval of the reduced fee of \$149,616, with authorization to include Well #18 in a future phase.

Attachments:

1. 91- Wells
2. Resolution Well 17-18
3. Well 17 and 18 Scope of Services Revised 2.0

RESOLUTION 2025-91

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR ENGINEERING SERVICES RELATED TO POTABLE WATER WELLS #17 AND #18 AND ASSOCIATED CONSUMPTIVE USE PERMIT; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach ("City") requires additional potable water supply wells to meet projected population growth and maintain reliable water quality and capacity; and,

WHEREAS, Mead & Hunt, Inc. has submitted a proposal, entitled "*Potable Water Wells #17 and #18 and C.U.P. Permitting – Scope of Services and Fee Estimate*," to provide engineering design, permitting, and related services for Wells #17 and #18; and,

WHEREAS, the proposal includes coordination of design, permitting assistance, and Consumptive Use Permit modification support for the St. Johns River Water Management District; and

WHEREAS, the total fee for these services shall not exceed \$187,721, based on a lump sum and reimbursable fee schedule outlined in the proposal, with the option to reduce the scope to Well #17 only at a cost of \$149,616; and

WHEREAS, the City Commission of the City of Flagler Beach has determined that acceptance of this proposal is in the best interest of the City and its residents.

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. Funding for this project shall be provided from the appropriate budgeted water utility capital improvement account(s).

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. 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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

RESOLUTION 2025-91

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR ENGINEERING SERVICES RELATED TO POTABLE WATER WELLS #17 AND #18 AND ASSOCIATED C.U.P. PERMITTING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (“City”) requires additional potable water supply wells to meet projected population growth and maintain reliable water quality and capacity; and,

WHEREAS, Mead & Hunt, Inc. has submitted a proposal, entitled “*Potable Water Wells #17 and #18 and C.U.P. Permitting – Scope of Services and Fee Estimate*,” to provide engineering design, permitting, and related services for Wells #17 and #18; and,

WHEREAS, the proposal includes coordination of design, permitting assistance, and Consumptive Use Permit modification support for the St. Johns River Water Management District; and

WHEREAS, the total fee for these services shall not exceed \$187,721, based on a lump sum and reimbursable fee schedule outlined in the proposal, with the option to reduce the scope to Well #17 only at a cost of \$149,616; and

WHEREAS, the City Commission of the City of Flagler Beach has determined that acceptance of this proposal is in the best interest of the City and its residents.

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

SECTION 1. The “WHEREAS” clauses above are hereby incorporated herein as legislative findings.

SECTION 2. Funding for this project shall be provided from the appropriate budgeted water utility capital improvement account(s).

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. 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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



October 13, 2025

Bill Freeman, P.E.
City Engineer/Public Works Director
City of Flagler Beach
800 S. Daytona Avenue
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

Hard Copy Mailed Only on Request

**Subject: POTABLE WATER WELLS #17 AND #18 AND C.U.P. PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Freeman,

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for this project. For economy of scale and efficiency reasons, we have included the design and permitting of both wells #17 and #18. This would save the City money and time when proceeding with well #18. The scope also includes the CUP modification to allow further groundwater withdrawals via these and other future wells.

We look forward to the opportunity to complete another successful project for the City of Flagler Beach. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of David King, P.E., Vice President.

David King, P.E.
Vice President

A blue ink signature of Russell Ferlita, PhD, P.E., Water Practice Leader.

Russell Ferlita, PhD, P.E.
Water Practice Leader

DAK/RF:bf

Enclosures: Scope of Services and Fee Estimate

**SCOPE OF SERVICES
FOR
POTABLE WATER WELLS #17 AND #18 AND C.U.P. PERMITTING**

This Scope of Services is in conformance with the Agreement between the City of Flagler Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) dated October 27, 2016, and amended/assigned on August 23, 2017, and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The project involves the development of two additional new potable water wells, #17 and #18 on parcels of land that were previously dedicated to the CITY as New Well Sites #1 and #2 via warranty deeds dated 6/2/22 and 3/14/23, recorded in the Flagler County Official Records ORB book 2969, page 812 and ORB 2763 page 708. The sites are directly adjacent to the Enclave Seminole Palms subdivision development for which a new 12-inch diameter raw water main was constructed within a 20-foot-wide utility easement adjacent to the well sites. The wells will be constructed in a manner like wells 15 and 16, where the CITY will contract directly with Connect Consulting Inc. (CCI) via a City of Palm Coast contract piggy-back arrangement to design, permit, construct, and test the wells. MEAD & HUNT will design and permit the equipping of the well and development of the well site, including piping, electrical, controls, site work, and connection to the 12-inch diameter raw water main.

As these two new wells were not included in the CITY's current Consumptive Use Permit (CUP) from the St. Johns River Water Management District (SJRWMD), the CUP will need to be modified to include such. MEAD & HUNT will assist the CITY in requesting the CUP modification, including extending the permit duration for 20 years. SJRWMD will require groundwater modeling and saltwater intrusion analysis using SJRWMD's North Florida/Southeast Georgia Groundwater (NFSEG) Model. The modeling is needed to ensure that the increased groundwater withdrawals will not have a detrimental effect on critical surface waters including Minimum Flow and Level (MFL) water bodies, springs and rivers. The CITY will contract directly with CCI via a City of Palm Coast contract piggy-back arrangement for this required groundwater modelling effort. CCI has previously completed modelling for the City of Palm Coast, the City of Bunnell and other NE Florida water utilities and is very familiar with SJRWMD's NFSEG groundwater model.

The CUP modification will also require the development of a revised wellfield wetland monitoring plan. The CITY has contracted directly with Biological Consulting Services Inc. (BCS) for the annual monitoring and reporting. MEAD & HUNT will subcontract with BCS for this assistance and the CITY will contract directly with BCS for the continued monitoring.

MEAD & HUNT recently drafted a Water Supply Facility Work Plan (WSFWP) for the CITY to be in compliance with the SJRWMD District Supply Plan. The WSFWP is currently under review by the State Commerce Department and SJRWMD. Current and future potable water demands were addressed in the

WSFWP and the need for these and other additional wells is imminent due to the projected CITY's population growth and diminishing water quality and quantity in some existing CITY wells. The intent is to propose these wells, 17 and 18, along with wells 19 and 20 on Flagler County Airport property and replacement of well 13 adjacent to the existing well 13.

The intent of this scope is to fully design and permit both well #17 and well #18 and then proceed to bidding and construction of well #17 only, with bidding of well #18 to occur in a later fiscal year.

RESPONSIBILITIES OF CITY

This scope of services is based on the CITY performing or providing the following:

- Providing the necessary water flow and use data along with rate structures and other required information
- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Access to the project sites
- Available data, drawings, and information related to the project
- Review of deliverables within reasonable timeframes of receipt
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on the following assumptions and limitations. If any of the assumptions below prove to be incorrect, MEAD & HUNT will consult with the CITY and modify this scope as needed.

- Previously acquired well sites will be utilized
- Previous well designs will be basis of design
- No raw water main upgrades are required
- No water treatment features are required

SCOPE OF SERVICES

Upon receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and CITY staff. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees. MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated nine (9) month project duration. The PM will manage the development of project work and subconsultant efforts. The PM will provide project updates to the CITY via work activity reports on monthly invoices, and bi-weekly project status meetings.

MEAD & HUNT will also coordinate with CCI for their design, permitting and drilling of the wells.

Deliverables: Kick-Off Meeting Agenda and Summary, Biweekly Project Status Reports

PHASE 2 – DATA COLLECTION

MEAD & HUNT will utilize a survey subconsultant to collect a topographic and boundary survey of the well sites and adjacent areas. Allowances are included to prepare a legal description and sketch that may be necessary for an easement for FPL electrical facilities to serve the wells and to stake the designed well location in the field for CCI's well drilling operation. MEAD & HUNT will utilize a biological/ecological subconsultant to prepare an environmental review of the well sites to determine the existence of wetlands or threatened/endangered species. MEAD & HUNT will submit a design ticket with Sunshine 811 to determine the existing utilities in the area of the proposed improvements. Limited field review will be performed to estimate the location of existing utilities. The CITY will locate existing CITY utilities within the project area and MEAD & HUNT will coordinate such prior to mobilization of survey subconsultant so that the CITY's field marks can be collected with survey information. MEAD & HUNT will further coordinate with FPL to determine the existence of existing electrical facilities and the need to extend such facilities to serve the wells. MEAD & HUNT will conduct necessary site visits to verify existing conditions and collect photographic and other data collection needed for the design.

Deliverables: Topographic and Boundary Survey, Easement Sketch and Legal, Biological/Ecological Report

PHASE 3 – DESIGN

MEAD & HUNT will prepare the necessary construction drawings and technical specifications to describe the desired well improvements, including general, civil/site, mechanical/utilities, electrical, instrumentation, and landscaping/irrigation. Upon completion of internal QA/QC at each completion threshold, MEAD & HUNT will provide the design documents to the CITY for review and comment. Upon the CITY's review, MEAD & HUNT will schedule and attend a design review meeting with the CITY to review the CITY's comments on the design documents.

Deliverables: 60%, 90% and 100% construction drawings, technical specifications, Opinion of Probable Construction Cost, Design Review Meeting Summaries, Comment Response

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit application fees along with other potential costs such as wetland/surface water mitigation, threatened and endangered species relocation, and other expenses resulting from permits will be paid by CITY. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the CITY and agency of any discrepancies found. CITY will be responsible for any agency required or recommended public noticing, if not provided by the agency.

SJRWMD Consumptive Use Permit (CUP)

MEAD & HUNT will coordinate and attend one (1) virtual or in-person pre-application meeting with SJRWMD and the CITY to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the permitting approach will be reviewed with the CITY and incorporated into the permitting documents. MEAD & HUNT will prepare and submit the permit application and support information in accordance with the permitting requirements which may include some or all the following items:

- CUP application/modification form
- Maps, GIS figures
- Water Conservation Plan
- Reclaimed Water Feasibility/Plan (based on CITY reclaimed water master plan)
- Public Supply Forms/Form E
- Water Audit (CITY to provide meter/flow data)
- Water Utility Rate Structure (CITY to provide rate information)
- Water Usage/Pumping Reports (EN-50) (CITY to provide flow data)
- Flow Meter Accuracy reports (EN-51) (meter testing provided by others)
- Water Quality Forms (water quality analysis provided by others)
- Wellfield wetland monitoring reports and revised plan (via BCS)
- Groundwater modeling and impact assessment (prepared by CCI)
- Saltwater intrusion and impact assessment (prepared by CCI)

MEAD & HUNT will coordinate with CCI for the groundwater and saltwater intrusion modelling and coordination with SJRWMD for such.

MEAD & HUNT will prepare the permit application package and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application package per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application package to SJRWMD, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the CITY and if needed, coordinate a virtual meeting with SJRWMD staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to SJRWMD. This scope assumes up to two (2) RAIs from SJRWMD.

FDEP Specific Permit to Construct Public Water System Components

MEAD & HUNT will prepare two (2) permit application packages (one for each well) and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application packages per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application packages to FDEP, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the

CITY and if needed, coordinate a virtual meeting with FDEP staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to FDEP. This scope assumes up to two (2) RAIs from FDEP.

City of Palm Coast Site Plan Permit

MEAD & HUNT will coordinate and attend one (1) virtual or in-person pre-application meeting with Palm Coast and the CITY to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the design documents will be reviewed with the CITY and incorporated into the design documents. MEAD & HUNT will prepare two (2) permit application packages and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application packages per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application packages to Palm Coast, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the CITY and if needed, coordinate a virtual meeting with Palm Coast staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to Palm Coast. This scope assumes up to two (2) RAIs from Palm Coast.

Deliverables: Draft/final permit application packages, RAI responses, permit review comments

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Design/permitting of actual wells (to be done by CCI)
- Easement Acquisition (CITY to provide legal efforts for FPL easement)
- Construction Phase Services (to be included in future scope change or separate scope)
- Geotechnical Engineering (estimated not to be required)
- Laboratory Services (CITY to provide, if necessary)
- Funding Assistance (CITY to provide)
- Zoning Modifications (estimated not to be required)

SCHEDULE

Mead & Hunt will strive to complete this scope of work according to the following schedule:

Phase/Task	Duration to Complete (calendar days)	Cumulative Duration (calendar days)	Commencing Upon
Phase 1 – Project Management	330 days	-	Receipt of notice to proceed
Phase 2 – Data Collection	60 days	75 days	Kick-off meeting
Phase 3 – Design			
60% Design	60 days	135 days	Receipt of survey
City Review	15 days	150 days	Submittal of 60%
90% Design	30 days	180 days	60% review meeting
City Review	15 days	195 days	Submittal of 90%
100% Design	15 days	210 days	90% review meeting
Phase 4 – Permitting Assistance	270 days	270 days	Receipt of notice to proceed

COMPENSATION

The cost for this Scope of Services is **\$187,721** based on the following breakdown and estimated labor schedule. If the CITY desires to remove the design and permitting of well #18 from the scope, the cost is **\$149,616**.

Phase/Task	Fee/Cost	Fee/Cost (#17 only)	Basis
Phase 1 – Project Management	\$15,624	\$12,750	Lump Sum
Phase 2 – Data Collection	\$8,760	\$8,760	Lump Sum
Phase 3 – Design	\$100,034	\$71,538	Lump Sum
Phase 4 – Permitting Assistance	\$41,303	\$39,068	Lump Sum
Subtotal	\$165,721	\$132,116	
Phase 5 – Subconsultants/Reimbursables	\$22,000	\$17,500	Actual cost
Phase 6 – Contingency	\$0	\$0	
TOTAL	\$187,721	\$149,616	

Phase	Description	Principal	Senior Client/Project Manager	Senior Engineer	Engineer III	Engineer II	Senior Technician	Administrative Assistant	Total Task (\$)
	Hourly Rate	\$ 340.00	\$ 309.00	\$217.00	\$ 195.00	\$ 172.00	\$ 188.00	\$ 114.00	See Below
1	Project Management								
	Project Kick-Off Meeting	2	2		2				\$ 1,688
	Project Coordination	13	26					13	\$ 13,936
	Subtotals	15	28	0	2	0	0	13	\$ 15,624
2	Data Collection								
	Survey Coordination		1		2		2		\$ 1,075
	Biological/Ecological Coordination		1		2		2		\$ 1,075
	Utilities Coordination	2	2		4		2		\$ 2,454
	Site Visits	4	4		8				\$ 4,156
	Subtotals	6	8	0	16	0	6	0	\$ 8,760
3	Design								
	General Drawings and Specifications	1	4	2	4	8	10	4	\$ 6,502
	Civil/Site Drawings and Specifications	2	8	4	8	16	50		\$ 17,732
	Mechanical/Utilities Drawings and Specifications	2	8	4	8	16	60		\$ 19,612
	Electrical Drawings and Specifications	2	8	4	8	16	40		\$ 15,852
	Instrumentation Drawings and Specifications	2	8	4	8	16	40		\$ 15,852
	QA/QC	8	4	16					\$ 7,428
	Cost Estimates	2	8		8	16			\$ 7,464
	60% Submittal and Comment Review Meeting	2	2		2				\$ 1,688
	90% Submittal and Comment Review Meeting	2	2		2				\$ 1,688
	100% Submittal	2	8		8		8		\$ 6,216
	Subtotals	25	60	34	56	88	208	4	\$ 100,034
4	Permitting Assistance								
	CUP application/modification form	1	2		4	8			\$ 3,114
	Maps, GIS figures		1		2	4	24		\$ 5,899
	Water conservation plan	1	2		4	8			\$ 3,114
	Reclaimed water feasibility plan	1	2		4	8			\$ 3,114
	Public Supply Forms/Form E		2		4	8			\$ 2,774
	Water Audit	1	2		4	8			\$ 3,114
	Water Utility Rate Structure		1		2	4			\$ 1,387
	Water Usage/Pumping Reports		1		2	4			\$ 1,387
	Flow Meter Accuracy reports		1		2	4			\$ 1,387
	Water Quality Forms		1		2	4			\$ 1,387
	Wellfield wetland monitoring reports/plan	2	4						\$ 1,916
	Groundwater modeling and impact assessment	2	4						\$ 1,916
	Saltwater intrusion and impact assessment		2						\$ 618
	FDEP Permit applications		4		8	16			\$ 5,548
	FDEP Permit RAIs		2						\$ 618
	Palm Coast Permit applications		4		4	8			\$ 3,392
	Palm Coast RAIs		2						\$ 618
	Subtotals	8	37	0	42	84	24	0	\$ 41,303
TOTAL ALL TASKS		54	133	34	116	172	238	17	\$ 165,721
5	SUBCONSULTANT/REIMBURSABLES								
	Survey Allowance	\$ 8,500							Lump Sum Total \$ 165,721
	Env/Ecological Allowance	\$ 8,500							Subs/Reimbursables \$ 22,000
	Landscape/Irrigation Design	\$ 4,000							Phase 6 - Contingency \$ -
	Printing, etc.	\$ 1,000							GRAND TOTAL \$ 187,721
	Total	\$ 22,000							

AUTHORIZATION

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of Flagler Beach and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By: 

Author/Submitter

By: 

Authorized Signer Review

Name: Russell Ferlita, PhD, P.E.

Name: David A. King, P.E.

Title: Water Practice Leader

Title: Vice President

Date: October 13, 2025

Date: October 13, 2025

Accepted by: CITY OF FLAGLER BEACH

By: _____
The above person is authorized to sign for the CITY and bind the CITY to the terms hereof.

Name: _____

Title: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF FLAGLER BEACH, 105 S. SECOND STREET, FLAGLER BEACH, FLORIDA 32136, PENNY OVERSTREET, CITY CLERK 386-517-2000, POVERSTREET@CITYOFFLAGLERBEACH.COM.



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 13, 2025
Item Name: Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of \$46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.

Background:

The City of Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) is a major capital improvement effort designed to enhance nutrient removal processes, improve operational efficiency, and ensure compliance with modern state and federal water quality standards.

Bids for construction were solicited and evaluated in accordance with City and Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program requirements. Following the evaluation, L7 Construction Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of \$46,307,000.

On October 20, 2025, FDEP issued an award authorization letter granting the City approval to proceed with awarding the contract to L7 Construction Inc. The project will be funded through the SRF loan and grant program, with funds disbursed as they become available.

Fiscal Impact:

Funding for this project will be provided through the FDEP State Revolving Fund (SRF) Program, with segmented disbursement according to available funds. The total contract award amount is \$46,307,000.

Staff Recommendation:

Staff recommends approval of Resolution 2025-92, authorizing the award of the Flagler Beach WWTF Biological Nutrient Removal Improvements contract to L7 Construction Inc. in the amount of \$46,307,000, and authorizing the contract and related documents.

Attachments:

1. 92- WWTP
2. Engineer Letter/Bid Tabs
3. Award Letter - Flagler Beach WW180131
4. 25-011 L7 COI 25-26
5. Contract

RESOLUTION 2025-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE AWARD OF CONTRACT WW180131 TO L7 CONSTRUCTION INC. FOR THE FLAGLER BEACH WASTEWATER TREATMENT FACILITY (WWTF) BIOLOGICAL NUTRIENT REMOVAL (BNR) IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,307,000; AUTHORIZING THE CONTRACT AND RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is undertaking the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) to upgrade the facility's treatment process to meet current and future water quality standards; and,

WHEREAS, bids were received and evaluated in accordance with City procurement policies and the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program; and,

WHEREAS, the FDEP has reviewed the bidding documentation and, by letter dated October 20, 2025, authorized the City of Flagler Beach to award the construction contract to L7 Construction Inc. in the amount of Forty-Six Million Three Hundred Seven Thousand Dollars (\$46,307,000);

WHEREAS, staff finds that awarding this contract is in the best interest of the City and consistent with the approved project funding and permitting;

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission Hereby awards Contract WW180131 for the Flagler Beach Wastewater Treatment Facility Biological Nutrient Removal Improvements Project to L7 Construction Inc. in the amount of \$46,307,000.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. 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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230

Office of the City Engineer

June 10, 2025

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
RE: WWTF: BNR Improvements
BID NO. 25-0303

Dear Ms. Novak,

The City received two (2) bids on the above referenced project on May 29, 2025. The bid consisted of a base bid (BNR Improvements) and one additive alternate bid item (Aluminum Sluice/Slide Gates). See attached bid tabulation. L7 Construction of Longwood Fl. submitted the lowest base bid of \$46,307,000.00 and lowest combined bid (base + alternate) of \$46,207,000.00.

We have reviewed L7 Construction's submitted bid documents for completeness and accuracy and found the bid to be complete and accurate. The contractor has an active State contracting license which is in good standing with no active complaints.

I attempted to obtain information from the three references provided by the contractor. Only one of the three L7's references responded to my request; that response was positive. Based on the references, I believe the contractor has the necessary experience and ability to successfully complete this project. Therefore, I recommend the City award the project to L7 Construction Inc. in the amount of \$46,307,000.00 if the base bid only is to be awarded, or in the amount of \$46,207,000.00 if the combined bid (base + alternate) is to be awarded. Do not hesitate to contact me if you have questions or need additional information.

Sincerely,

William H. Freeman, P.E.
City Engineer of Flagler Beach
Attachment: Bid Tabulation

WWTP Bid Checklist

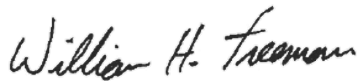
DONE	DESCRIPTION
x	Bid Form Filled
x	Addendum List Acknowledged
x	Bid Form Filled
x	Total Amount Indicated
x	Add/Alt. bid items identified
x	Schedule of Bid MFGR/Suppliers
x	Contractor Signature
x	Copy Surety Provided
x	List of Subcontractors Provided
x	Qualification Statement
x	Experience Summary
x	Resume of Key Personnel
x	Independent Acct. Financial Report
x	Letters of Reference
x	Qualification Statement
x	Bid Bond Form
x	Corporate Resolution
x	Trench Safety Act Compliance
x	Drug Free Workplace

DONE	DESCRIPTION
x	Non Collusion Affidavit
x	Conflict of Interest Affidavit
x	Public Records Law Affidavit
x	Disputes Disclosure Form
x	Americans w/ Disabilities Act Affidavit
x	Unauthorized (illegal) Alien Workers Affidavit
x	E-Verify Compliance Affidavit
x	Financial Information Form
x	Insurance Requirement
x	Insurance Endorsement Form
x	Certification of non-segregated facilities
x	Receipt of exempt public records & agreement
x	Solicitation, Giving and Acceptance of Gifts
x	Copy of Corporation w/ State of FL.
x	Copy of W-9
x	Copy of Fl. State License w/DBPR

William H. Freeman
City of Flagler Beach
June 10th, 2025

page 2

Item No.	Description	Unit	L7 Const.	Razorback LLC
1	Mobilization, Demobilization, Bonds, Insurance, Contractor's trailer, all temp facilities, and miscellaneous items.	LS	\$500,000.00	\$1,600,000.00
2	Survey, layout and As-Built Information necessary for project completion	LS	\$46,000.00	\$110,000.00
3	Pre-construction High Definition (HD) Recording of all construction areas	LS	\$3,000.00	\$6,000.00
4	Lump sum Price for Indemnification as specified in the general conditions	LS	\$1,000.00	\$1,000.00
5	Drone Aerial Photography of the WWTP during and after construction	LS	\$17,000.00	\$17,000.00
6	3D High Def laser survey after completion	LS	\$40,000.00	\$40,000.00
7	Project Cash Allowance	LS	\$100,000.00	\$100,000.00
8	Influent Structure and Mechanical Screening System	LS	\$2,300,000.00	\$2,271,000.00
9	Master Lift Station	LS	\$800,000.00	\$925,000.00
10	EQ Basin/BNR Treatment System	LS	\$14,500,000.00	\$15,481,000.00
11	Site Work	LS	\$6,200,000.00	\$5,764,000.00
12	Secondary Clarifier System and Flow Splitter Box	LS	\$5,900,000.00	\$6,121,000.00
13	RAS/WAS Pumping System Improvements	LS	\$800,000.00	\$991,000.00
14	Tertiary Filtration System/CCC structure	LS	\$3,900,000.00	\$5,642,000.00
15	Aerobic Digestion System Modifications		N/A	N/A
16	Electrical Building No. 1	LS	\$1,300,000.00	\$515,000.00
17	Electrical Controls & Instrumentation Improvements	LS	\$9,000,000.00	\$9,691,000.00
18	SCADA System Improvements	LS	\$900,000.00	\$1,005,000.00
TOTAL BASE BID LUMP SUM AMOUNT (Items 1 -18)			\$46,307,000.00	\$50,280,000.00
	Additive/deductive Alternates			
F	Aluminum Sluice gates, In lieu of composite	LS	-\$100,000.00	-\$98,000.00
Total Bid	TOTAL ALTERNATE BID		\$46,207,000.00	\$50,182,000.00



William H. Freeman P.E.
City Engineer
bfreeman@cityofflaglerbeach.com



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

October 20, 2025

Patti King
Mayor
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

Re: WW180131 – Flagler Beach
Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements

Dear Mayor King:

We have reviewed the bidding information for the Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements contract. The selection of the bidder identified below is acceptable.

Contractor	Award Amount
L7 Construction Inc.	\$46,307,000.00

This letter is your authorization to award the contract. Please note that due to segmented funding for this project, funds may be awarded and disbursed only as they become available. Please submit a copy of the notice to proceed, a copy of the executed contract between the City and the contractor, and the attached certification of contractor's insurance and bonding after the contract is executed via email at SRF_Reporting@dep.state.fl.us. No disbursements for this contract will be made until the documents mentioned above are returned to us.

Please send preconstruction meeting schedules and change orders to Pankaj Shah for review. For further assistance, please call Charles Richards at (850)245-2926.

Sincerely,

A handwritten signature in blue ink that reads "Teresa Robson".

Teresa Robson, Program Administrator
State Revolving Fund Management

TR/cr

Attachment

cc: Bill Freeman - Flagler Beach
Todd Anderson - Flagler Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794		CONTACT NAME: Reina Gonzalez PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com																						
INSURED L7 Construction, Inc. 275 Hunt Park Cove Longwood FL 32750		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Scottsdale Ins. Co.</td><td>41297</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Co.</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Bridgefield Casualty Ins Co</td><td>10335</td></tr><tr><td>INSURER D:</td><td>Colony Insurance Co.</td><td>39993</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Ins. Co.	41297	INSURER B:	Auto Owners Insurance Co.	18988	INSURER C:	Bridgefield Casualty Ins Co	10335	INSURER D:	Colony Insurance Co.	39993	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Scottsdale Ins. Co.	41297																						
INSURER B:	Auto Owners Insurance Co.	18988																						
INSURER C:	Bridgefield Casualty Ins Co	10335																						
INSURER D:	Colony Insurance Co.	39993																						
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER: 25/26****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY	X	Y	VRS0008280	7/11/2025	7/11/2026	EACH OCCURRENCE	\$ 1,000,000		
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
							MED EXP (Any one person)	\$ 5,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000		
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	☒ OTHER: Cyber Liability			C-4LWN-098567-CYBER- 2025	7/11/2025	7/11/2026	Aggregate	\$ \$1,000,000		
B	AUTOMOBILE LIABILITY	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	☒ ANY AUTO							BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS						☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$	
						PIP-Basic	\$ 10,000			
A	☐ UMBRELLA LIAB	X		VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE	\$ 5,000,000		
	☒ EXCESS LIAB						☐ CLAIMS-MADE	AGGREGATE	\$ 5,000,000	
	☐ DED ☐ RETENTION \$								\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	830-48507	7/11/2025	7/11/2026	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurrence/Aggregate	\$1MIL/\$2MIL		
D	Excess Liability/ Over \$5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurrence/Aggregate	\$4MIL/\$4MIL		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 25-011 Flagler COI | Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions are included as additional insured with respects to the General Liability coverage, for ongoing and completed operations, on a primary and non-contributory basis, where required by written contract and as additional insured with regards to the Auto Liability on a primary and non-contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Auto Liability, Workers Compensation & General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Flagler Beach 105 S. 2nd St. Flagler Beach, FL 32136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Showalter/JBRADY

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the "City"), and L7 Construction, a corporation, whose address is 275 Hunt Park Cove, Longwood, Florida 32750 (the "Contractor").

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform WWTF Biological Nutrient Removal (BNR) Improvements (hereinafter referred to as the "Project"); and

WHEREAS, on 3/10/2025, the City issued Bid Number FB 25-0303; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in Contractor's submitted response, the City has selected Contractor to perform the construction services; and

WHEREAS, on 10/21/2025, the City issued a Notice of Intent to Award this Contract to Contractor; and

WHEREAS, Contractor has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to Contractor's scope of Work that affects the Contract Price and/or the Contract Time.

Change Order means a written instrument signed by the City, Contractor, and the appropriate member of the Design Team, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City's Representative means Dale Martin, City Manager, or its successor designated in writing.



Codes mean building and other codes applicable to the Project.

Construction Change Directive means a written directive to perform Work that is issued unilaterally by City.

Contract means this Construction Contract and all Exhibits, and all amendments thereto.

Contract Documents mean the documents identified in Section 5 of this Contract.

Contract Price means Contractor's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Contractor means L7 Construction, Incorporated.

Day means a calendar day.

Design Team means, collectively, any architect, engineer, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Final Completion means that Contractor has satisfactorily completed all of the Work and that the requirements for the City's final acceptance have been met.

Governmental Authority means any federal, state, local and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing Contractor to proceed with Work which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or Contractor or both, respectively, to this Contract.

Project means the *WWTF Biological Nutrient Removal (BNR) Improvements*.

Site means City of Flagler Beach Waste Water Treatment Facility.

Subcontract means a written agreement, in a form acceptable to the City, between Contractor and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with Contractor to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Substantial Completion means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part



thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Work means all work to be performed by Contractor under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2. **SCOPE OF WORK**

- 2.1 Contractor agrees to diligently provide all construction services, materials, and labor (the “Work”) for the performance of *WWTF Biological Nutrient Removal (BNR) Improvements*, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3. **TERM**

- 3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4. **CONTRACT PRICE**

- 4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed *Forty-Six Million, Three-Hundred Seven Thousand Dollars (\$46,307,000.00)* (referred to herein as the “Contract Price”).

ARTICLE 5. **CONTRACT DOCUMENTS**

- 5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and Contractor and which are made a part hereof by this reference, shall consist of the following:
- 5.1.1 This Contract, including all the Exhibits and amendments hereto.
 - 5.1.2 Plans, specifications, and related documents prepared by Design Team Members, and approved in writing by the City, upon which the Contract Price is based.
 - 5.1.3 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:
 - A. Notice to Proceed.
 - B. Construction Change Directives.
 - C. Change Orders.



D. Field Orders.

- 5.2 **Intent.** The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, testing and field surveying, and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6. CONTRACT TIME; LIQUIDATED DAMAGES

- 6.1 **Commencement of Contract Times.** The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.
- 6.2 **Time for Performance.** Contractor shall achieve Substantial Completion and Final Completion within the timeframes specified in the Contract Documents, or as extended by approved Change Orders.
- 6.3 **Time is of the Essence.** Contractor acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion date, set forth in this Contract and in the Project Schedule.
- 6.4 **Liquidated Damages.**
- 6.4.1 The Parties acknowledge that Contractor's failure to complete the Work within the Contract Time will result in damages that are difficult to accurately determine. Therefore, if Contractor fails to achieve Substantial Completion or Final Completion within the contractually specified time, or any extension thereof granted pursuant to the Contract, the City shall assess liquidated damages as follows: \$1,250.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.03(A) for substantial completion. \$1,000.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.04(A) for completion and readiness for final payment.
- 6.4.2 The Parties agree that the liquidated damages are not a penalty, but a reasonable estimate of actual damages incurred due to delayed completion, including additional administrative, inspection, and oversight costs.
- 6.4.3 Liquidated damages may be deducted from any progress payment or retainage due to Contractor. If the unpaid contract balance is insufficient, Contractor shall be liable for the excess amount.



ARTICLE 7. **PAYMENT PROCEDURES**

- 7.1 **Invoices.** Contractor shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized change orders. Each invoice shall be accompanied by supporting documentation, which may include Subcontractor and supplier payment affidavits, certified payroll records (if applicable), and/or any other information required by the City. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case Contractor shall resubmit a corrected invoice.
- 7.2 **Billing Address.** Unless otherwise agreed to in writing by both Parties, Contractor shall submit invoices to: Building Department, City of Flagler Beach, 800 S. Daytona Avenue, Flagler Beach, FL 32136.
- 7.3 **Progress Payments.** The City shall make periodic payments to Contractor based on the percentage of Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice.
- 7.4 **Retainage.**
- 7.4.1 In accordance with § 255.078, F.S., the City shall retain five percent (5%) of each progress payment as retainage; provided, however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. Once the Project reaches fifty percent (50%) completion, as determined by the City, the retainage may be reduced for subsequent progress payments, provided Contractor is performing satisfactorily.
- 7.4.2 Within ten (10) Days after receiving retainage from the City, Contractor shall remit the appropriate retainage amount to each Subcontractor or supplier whose labor, services, or materials were included in the payment. Contractor shall not withhold retainage from Subcontractors or suppliers in excess of the percentage withheld by the City unless otherwise agreed to in writing. Failure to comply with this provision may result in penalties or withholding of future payments.
- 7.5 **Final Payment.**
- 7.5.1 In accordance with § 255.078, *Florida Statutes*, upon Final Completion, the City shall pay Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any outstanding punch list items.
- 7.5.1 The City's acceptance of Contractor's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Contractor's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.



- 7.6 **Interest.** All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS

8.1 Contractor hereby represents the following:

- 8.1.1 Contractor is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.
- 8.1.2 Contractor has visited the Project Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 8.1.3 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of the Work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 8.1.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to technical data in such reports and drawings.
- 8.1.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Project Site; information and observations obtained from visits to the Project Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs. Contractor accepts full responsibility for, and waives all claims for additional compensation relating to, existing conditions at the Site.
- 8.1.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8.1.7 Contractor is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.



- 8.1.8 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Project Site conditions and the Contract Documents, and the written resolution thereof by the appropriate Design Team member, as identified by the City, is acceptable to Contractor.
- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.1.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9. CITY'S RESPONSIBILITIES

- 9.1 **City's Representative.** The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.
- 9.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required for Contractor to complete the Work. Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10. CONTRACTOR RESPONSIBILITIES

- 10.1 The Contractor shall be solely responsible for reviewing, understanding, and complying with all requirements, specifications, drawings, and conditions set forth in the Scope of Work. It is the Contractor's obligation to verify the scope of work, site conditions, and all applicable codes and regulations prior to submitting a bid or commencing work. No claims for additional compensation or time extensions will be allowed due to the Contractor's failure to examine the Scope of Work Documents in its entirety or to clarify any discrepancies prior to Bidding. All obligations, duties, and responsibilities of the Contractor are as more fully described in the Scope of Work, which is incorporated herein by reference.

ARTICLE 11. INSURANCE; INDEMNITY

- 11.1 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and/or persons employed or utilized by Contractor in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. Contractor's obligations under this Section shall in no way limit the City's other



rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.

- 11.2 **Insurance.** Contractor shall not commence any construction Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, Contractor shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. Contractor's failure to maintain coverage as required herein shall not relieve Contractor of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and the Subcontractors under a contract.

ARTICLE 12. TERMINATION

12.1 Termination by Contractor.

- 12.1.1 If: (A) without good cause, the City shall fail for a period of 30 Days after the due date to make payment on the undisputed portion of any approved Contractor invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of Contractor, then Contractor immediately shall serve City with written notice thereof.

- 12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within 30 Days after such notice; or (2) if the delay described in Section 11.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by Contractor by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to Contractor's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and Contractor shall be compensated in the manner and to the extent set forth in Section 11.4. hereof.

- 12.2 **City's Right to Perform CM's Obligations.** If Contractor fails to fulfill any obligations under this Contract, including obligations to perform Work using Contractor's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to Contractor, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 Termination by the City for Cause.



12.3.1 The occurrence of any one of the following events shall constitute a “For-Cause Event” by Contractor under this Contract. If Contractor:

- A. Is adjudged bankrupt.
- B. Makes a general assignment for the benefit of Contractor’s creditors.
- C. Has a receiver appointed on account of Contractor’s insolvency.
- D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.
- E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.
- F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.
- G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.
- H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.
- I. Is otherwise in breach of a material provision of this Contract.

12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing Contractor and Contractor’s surety, if any, seven (7) Days’ written notice, terminate this Contract and may, subject to any prior rights of the surety, take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the Project by whatever reasonable method the City may deem expedient.

12.3.3 If the City terminates this Contract for cause pursuant to this Section, Contractor shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for any Design Team member services, if any, and expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to Contractor, excluding monies owed to Contractor for subcontract Work.

12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.



12.4 Termination by City for Convenience.

- 12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to Contractor a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof, specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by Contractor prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, Contractor shall:
- A. Cease operations as directed by the City in the notice.
 - B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.
 - C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.
- 12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.
- 12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.
- 12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

- 13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to



resolve the matter through litigation in a court of competent jurisdiction as defined in Section 13.2 below. Each Party reserves all rights and remedies available under applicable law.

13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

13.3 **Notice.** All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Contractor: L7 Construction, Incorporated
Attn: Brett Lefever
275 Hunt Park Cove
Longwood, Florida 32750

13.4 **Project Records/Audit.** Throughout the term of the Contract, Contractor shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. Contractor's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

13.5 **Consequential Damages.** The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

13.6 **Public Records.**

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, Contractor agrees to:



- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.
- B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract Term, and following completion of the Contract until the records are transferred to City.
- D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CityOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.**

13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

13.6.4 Contractor acknowledges that Contractor's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the



Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

- 13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.
- 13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.
- 13.10 **Conflict of Interest.** Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein



- 13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit H**, and incorporated herein by reference.
- 13.12 **Equal Opportunity Employer.** Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.
- 13.13 **Drug-Free Workplace.** Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.
- 13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.
- 13.15 **Non-Discrimination; Federal Wages.** Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.
- 13.16 **Non-Collusion.** Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.



- 13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.
- 13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.
- 13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.
- 13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.
- 13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law),



and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 13.22 **Successors and Assigns.** The City and Contractor each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
- 13.24 **Joint Authorship.** This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.
- 13.25 **Headings.** All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.
- 13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]



IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Contract, effective this ____ day of _____ 20____.

CITY OF FLAGLER BEACH

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



L7 Construction, Incorporated

Brett Lefever
Signature

BRETT LEFEVER
Print

PRESIDENT
Title

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>SEMINOLE</u> Sworn to (or affirmed) and subscribed before me by means of online notarization ☐ OR physical presence ☒ this <u>4th</u> day of <u>NOVEMBER</u>, 20<u>25</u> Personally Known ☒ OR Produced identification ☐ Type of Identification Produced: <u>N/A</u>	<u>Melissa Pugh</u> Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
--	--



Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: L7 CONSTRUCTION INC.
Vendor FEIN: 26-0210469
Vendor's Authorized Representative Name and Title: BRETT LEFEVER - PRESIDENT
Address: 275 HUNT PARK COVE
City: LONGWOOD State: FL ZIP: 32750
Phone Number: 321-972-9325
Email Address: BLEFEVER@L7CONSTRUCTS.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: BRETT LEFEVER - PRESIDENT

Date: 11/4/25



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: November 13, 2025
Item Name: Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date.

Background:

The purpose of the City's Personnel Policies "is to provide a general guide for the personnel administration of the City of Flagler Beach." It is a "living document," necessitating revisions as situations arise or new regulations (federal/state) are developed and implemented. Section I.4 (Amendments) establishes that the City Manager will present revisions to the City Commission for approval. In accordance with Section I.4, the City Manager requests consideration of the following revisions:

- Section III.3 Application Procedures. Update to ensure the hiring process is fair, consistent, and compliant with current laws and best practices. The revisions are intended to promote equal opportunity and better align our procedures with the City's workforce needs.
- Section V.1 Annual Leave Eligibility and Rate of Accrual. Update to align with City policy that only full-time employees are eligible for annual leave.
- Section V.5 Unused Annual Leave. Update to include an employer retirement contribution in annual leave payout checks to ensure consistency with all general employees.
- Section XII.1 Vehicles. Update the take-home vehicle policy to limit eligibility to first responders. In addition, employees authorized to take home a vehicle must reside within a 25-mile radius of City Hall.
- Section XII.2 Retirement Plan. Update retirement definitions for Police and Fire employees as defined by pension plan.
- Section XIV.10 Temporary Work at a Higher Classification. Update guidelines and further define compensation when working in a higher classification.
- The following sections are proposed additions:
 - Section II.13 Employee Conduct
 - Section III.21 Cell phone/MiFi/Tablet Policy

Section III.22 Vehicle Tracking Policy
Section III.23 Media and Public Relations Policy

Fiscal Impact:

No direct fiscal impacts are associated with the proposed changes.

Staff Recommendation:

Staff recommends approval of Resolution 2025-73.

Attachments:

1. Resolution 2025-73
2. SECTION III.3. Application procedures
3. ARTICLE V.1 Annual Leave Eligibility and Rate of Accrual
4. SECTION V.5 Unused Annual Leave
5. Section VII.10 Flex time
6. SECTION XII Retirement Plan
7. SECTION XII.1. Vehicles
8. SECTION XIV.10. Temporary work at a higher classification with updates
9. SECTION II.13 Employee Conduct
10. SECTION III.21 Cell phone-MiFi-Tablet Policy
11. SECTION III.22 City Vehicle Tracking Policy
12. SECTION III.23 Media and Public Relations Policy

RESOLUTION 2025-73

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-13, WHICH ADOPTED THE PERSONNEL POLICY TO AMEND SECTION III.3 APPLICATION PROCEDURES, SECTION V.1 ANNUAL LEAVE ELIGIBILITY AND RATE OF ACCRUAL, SECTION V.5 UNUSED ANNUAL LEAVE, SECTION XII.1 VEHICLES, SECTION XII.2 RETIREMENT PLAN, SECTION XIV.9 TEMPORARY WORK AT A HIGHER CLASSIFICATION, ADD SECTION II.13 CONDUCT OUTSIDE OF WORK, ADD SECTION III.21 CELL PHONE-MIFI-TABLET POLICY, ADD SECTION III.22 CITY VEHICLE TRACKING POLICY, ADD SECTION III.23 MEDIA POLICY AND PUBLIC RELATIONS POLICY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Flagler Beach City Commission approved the amended Flagler Beach Personnel Policy, known as Resolution 2015-13; and,

WHEREAS, Staff has reviewed the policy and is recommending the following amendments; and,

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

SECTION 1. Amendments to Section XII.1 Vehicles, amending policy to limit eligibility to first responders. In addition, employees authorized to take home a vehicle must reside within a 25-mile radius of City Hall.

SECTION 2. Amendments to Section III.3 Application Procedures, updating hiring practices and procedures to be compliant with current laws and best practices.

SECTION 3. Amendments to Section V.1 Annual Leave Eligibility and Rate of Accrual, removing language to prorate part-time annual leave to align with past policy amendments.

SECTION 4. Amendments to Section V.5 Unused annual leave, adding updated language that an employer retirement contribution will be included on all annual leave payouts as of October 1, 2025.

SECTION 5. Amendments to Section XII.2 Retirement Plan, adding updated retirement definitions for Police and Fire employees as defined by pension plan.

SECTION 6. Amendments to Section XIV.10 Temporary Work at a higher classification, amending to update guidelines and define compensation.

SECTION 7. Add Section II.13 Employee Conduct.

SECTION 8. Add Section III.21 Cell phone/MiFi/Tablet Policy

SECTION 9. Add Section III.22 Vehicle Tracking Policy

SECTION 10. Add Section III.23 Media and Public Relations Policy

SECTION 11. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 12. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 6. 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 25 day of September, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

SECTION III.3. Application procedures.

The City of Flagler is dedicated to creating a highly qualified, diverse workforce focused on serving internal and external customers. This policy is designed to establish uniform and consistent procedures for recruiting and interviewing that adhere to the provisions of the Fair Labor Standards Act (FLSA), Veterans Preference, Americans with Disabilities Act (ADA) and other applicable statutes.

The Human Resources Department is responsible to ensure that all of the requirements specified in this policy are carried out so that only the most qualified individuals are hired as employees with the City of Flagler Beach. Selection standards will be job-related, uniformly applied, and provide equal opportunity for all to compete.

It is the policy of the City of Flagler Beach to post every open position on the City's website. Such postings may also be placed in/on appropriate print/online media at the direction of the City Manager or designee. Each application will be reviewed against the minimum qualifications of the position and the City will consider only those applicants who meet those qualifications. Applicants who do not meet the minimum qualifications for the position, have submitted an incomplete application, or have been identified as having falsified their application, will not be moved forward in the selection process.

From the pool of qualified applicants, department directors will select those candidates that will be interviewed. The city manager in conjunction with other appropriate personnel will select the best-qualified applicant. The city reserves the right to conduct background checks on any applicant as allowed by applicable state and federal regulations. The city is a "drug free workplace", and reserves the right to conduct all related personnel inquiries in accordance with related state regulations and the city's published program.

After an applicant has been hired for a vacant position, all applications shall be retained in accordance with the State of Florida's public records laws.

~~(a) No vacant position. The human resources officer or designated employee will hold unsolicited job applications/resumes for ninety (90) days after receipt of such application/resume. An unsolicited application/resume is one that is received when no advertisement has been placed, or one that is received after a position that was advertised has been filled.~~

~~(b) Vacant/new positions. The department head shall request the human resources officer to prepare the job advertisement for positions that have been or are about to be vacated. The advertisement shall outline the qualifications for the position and include the equal employment opportunity designation (EEO). The human resource officer will submit the advertisement to the city manager or his or her designee for approval. Once approved, the advertisement shall be distributed to all city department heads. Each department head shall post this advertisement in a predetermined area within the department. Interested employees must submit an application as outlined in application procedures. The human resource officer will allow five (5) working days for this position to be open to existing employees. Once that time period has passed, all applications received from existing employees will then be considered. Should an existing employee be selected for this vacant/new position, no other advertising will be done. When all existing~~

~~employees have had the opportunity to apply and be considered for vacant/new positions, an advertisement shall be posted where meeting notices are posted and on the City's web site. The City may further advertise on employment recruiting social media sites and/or in professional publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant positions.~~

~~(c) All applications submitted shall be forwarded to the human resources officer or his or her designee, who shall separate the tracking form and maintain the appropriate statistical data to ensure compliance with the city's equal employment opportunity and affirmative action plan. Then the applications shall be forwarded to the city manager for consideration.~~

~~(d) The city manager in conjunction with appropriate department heads will select the best qualified applicant. Employment with the city shall be based on merit, which includes consideration of qualifications such as ability, skill, experience, training and other merit factors. When applicants are equally qualified preference shall be given to hiring the minorities and females in furtherance of the city's affirmative action policy. As a part of the pre-employment procedures references provided by applicants or reference sources may be checked. The city reserves the right to conduct background checks on any applicant as allowed by applicable state and federal regulations. The city is a "drug free workplace", and reserves the right to conduct all related personnel inquiries in accordance with related state regulations and the city's published program.~~

~~(e) After an applicant has been hired for a vacant position all applications shall be forwarded to the city clerk for retention in accordance with the State of Florida's public records laws. Under no circumstances shall an applicant who was not selected assume their application will be re-activated when the position becomes vacant again.~~

ARTICLE V.

ANNUAL LEAVE (VACATION)

SECTION V.1. Eligibility and rate of accrual.

(a) Each regular full-time employee will accrue annual leave (vacation) with pay on the following basis (for fire protection employees see SECTION III.13-Special twenty-eight-day work period for fire protection employees):

Continuous Employment	Annual Leave Accrual
1 year	80 hours
5 years	96 hours
10 years	120 hours
15 years	160 hours

(b) Annual leave is computed on the city employment anniversary date for each employee. Annual leave will accrue during the year on a prorated basis.

~~(c) —Part-time employees will have their annual leave prorated by the department head based on hours worked.~~

SECTION V.5. Unused annual leave.

- a) When termination occurs following the first employment anniversary date, employees will be compensated for annual leave accumulated for the nearest whole month employed.
- b) Effective October 1, 2025 an employer retirement contribution will be included on all annual leave payout checks for general employees.

~~SECTION VII.10. Flex time. The city manager, upon request of an exempt employee (to-wit: the managerial employee), may allow the employee to take flex time in increments of no less than one (1) hour in lieu of compensatory time. This time is not to be construed as compensatory time and shall in no way be compensable even if the employee separates from the city.~~

SECTION XII.2. Retirement plan.

a) Retirement

Eligible City of Flagler Beach employees who meet the definition of normal retirement as provided in his/her respective plan related to both years of service and age, and who have elected to retire from the City, shall receive benefits accrued under their applicable plan and be provided the opportunity to continue participation in the City's group health and dental insurance program at said employee's expense. For the purposes of this policy, any reference to retiree shall include eligible dependents.

b) Retiree Definitions:

1. General employee: Age fifty-five (55) and at least ten (10) years of continuous eligible service with the City of Flagler Beach at the time of his/her retirement.

2. Police Officer: Age fifty-five (55) and ~~at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified law enforcement service at the time of his/her retirement and the completion of ten (10) years of credited service, or effective October 1, 2021, the attainment of twenty (20) years of credited service, regardless of age.~~ (as defined by the Police Officers' Pension Plan).

3. Firefighter: Age fifty-five (55) and ~~at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified firefighter/fire officer service at the time of his/her retirement and the completion of ten (10) years of credited service, or effective October 1, 2022, the attainment of twenty (20) years of credited service, regardless of age.~~ (as defined by the Firefighters' Pension Plan).

4. Disabled employee: Employee placed on disability retirement (as defined by the Police Officers' and Firefighters' Pension Plan) and who begins receiving benefits immediately after retirement from employment. Disability retirement is not provided for General Employees and Elected Officials

c) Procedures for Continuation of Insurance Coverage

1. A retiree as defined in section (2) above shall have a one-time irrevocable election at the time of separation to continue participation in the City's health insurance program which may also include dental coverage. Said retiree may continue coverage until he/she elects

otherwise, but once the coverage is discontinued it cannot be reinstated. Premiums will also be adjusted in accordance with the City's annual renewal, with said premiums calculated the same as with active employees.

2. Health benefits for retirees shall be the same coverages with the same choices as those provided other eligible City employees and eligible dependents. Each qualified retiree and eligible dependent that elects retiree continuation coverage will have the same rights under the Plan as active employees and their eligible dependents, including open enrollment and special enrollment rights.

3. Participating retirees shall pay the full cost of coverage at the current group rates. Retirees have 30 days after the date of notice or the date active coverage ends (whichever is later) to elect retiree Continuation Coverage under the Plan. Payment for first month's premium must accompany the election form (see attachment 1). Subsequent payments are made on a monthly basis and are due on the first day of the month for that coverage period. Failure to comply with this section may result in immediate cancellation and any future entitlement to this benefit.

4. The City retains the right to change carriers and increase/reduce benefits including deductibles and co-pays; and to adjust premiums at any time so long as said adjustments are the result of what the carrier(s) charges the City and said changes are also applicable to active employees.

SECTION XII.1. Vehicles.

Public safety employees (Police and Fire), because of the nature of their work, may be issued and be responsible for a take-home City-vehicle which may be driven to and from work and lunch and to conduct official business. Employees must reside within a 25-mile radius of City Hall. ~~Such vehicle shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly.~~ Take-home use of City vehicles shall not be used for leisure or non-official purposes, except where such a stop is at a place of business en route to official business or the City employee's residence for short convenient stops. Such stops shall not be at a place of business classified as a bar, tavern, liquor store, saloon or adult entertainment establishment. Abuse of this policy may result in a withdrawal of the vehicle and appropriate disciplinary action, up to and including termination.

SECTION XIV.10. Temporary work at a higher classification.

(a) An employee may be required to work in a higher classification on a temporary, incidental or emergency basis and shall do so at no increase in pay. If the employee is assigned to work in a higher job class for a period exceeding thirty (30) of (5) five consecutive working days ~~or (10) ten non-consecutive days in a 30-working day period~~ the city manager shall recommend a temporary assignment to the higher classification and the employee shall be paid ~~the appropriate rate for the higher classification if approved. ten~~ percent (10%) above the employee's current salary.

(b) At the conclusion of the assignment the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements.

(c) This provision is not intended for those cases where employees are assigned duties on a training basis.

SECTION II.13 Employee Conduct

Conduct, either on-duty or off-duty and as determined at the sole discretion of the City Manager, which adversely impacts the City, interferes with the employee's ability to perform their job functions, and/or interferes with the efficient operations or mission of the City or its Departments is subject to disciplinary action, up to and including termination.

SECTION III.21 Cell Phone/MiFi/Tablet Policy¹

The purpose of this policy is to establish uniform procedures for the acquisition and general use of City cellular telephones/MiFi and tablet equipment. This policy applies to all City of Flagler Beach users. Misuse of City cellular telephone/MiFi/tablet is a violation of this policy and may result in disciplinary action, up to and including termination.

The cellular telephone equipment/MiFi/tablet provided by the City is to be used to facilitate the conduct of official City business.

The user is responsible to safeguard his/her City provided cell phone/MiFi/tablet. In the event that a cell phone/MiFi/tablet is stolen, the user may be requested to provide a copy of the police report and also demonstrate that appropriate precautions had been taken to secure the item from theft (i.e., the phone was stolen from a locked car). The City will then replace the item.

The vendor will replace any cell phone that is found to be defective during normal use. The user is responsible to protect his/her cell phone/MiFi/tablet from being lost or damaged during use. The City will replace a City provided cell phone/MiFi/tablet that is lost or damaged due to a negligent act by the user; however, the user must reimburse the City for the replacement cost of the item, which may include "Offer Recovery Fees"

Staff using a city-issued cell phone/MiFi/tablet should be aware that such devices may have the ability for the City and Service Providers to track the location of the devices. Employees are responsible for safe use of cell phones/MiFi/tablet when operating vehicles and equipment.

When using a City-issued cell phone/MiFi/tablet, no expectation of privacy will be recognized, including, but not limited to, text messages, e-mails, photos, application access, and internet browsing. All information stored on, generated on, transmitted through a City issued cell phone/tablet is subject to Florida Public Records Laws and therefore all related content, shall be managed, stored and retrieved to comply. In order to ensure compliance with relevant public records requirements, all users are required to "opt-in" to the City's digital message archiving software.

Upon separation from the City, the City-issued cell phone/MiFi/tablet must be returned to the Department Director or HR Department along with keys, badges, etc. Passwords and other security measures on City-issued devices will also be provided at separation. In no event, shall a city employee hand over their phone/MiFi/tablet to another employee upon departure.

¹ Reference Administrative Policy COFB 2025-002 Cell Phone/MiFi/Tablet Policy

SECTION III.22 City Vehicle Tracking Policy

The purpose of this policy is to establish guidelines for the use of vehicle tracking devices on city-owned vehicles. Vehicle tracking is implemented to enhance operational efficiency, ensure accountability, improve public safety, and protect city assets.

(a) This policy applies to all employees who operate or are assigned city-owned vehicles equipped with vehicle tracking devices.

(b) The City reserves the right to install and utilize vehicle tracking systems on all city-owned vehicles. These systems are used to monitor vehicle location, speed, idle time, route history, and other operational metrics.

Vehicle Tracking data may be used for the following purposes (but not limited to):

- Monitoring and improving fleet efficiency and route optimization
- Verifying time and location of services provided
- Ensuring compliance with city policies and procedures
- Investigating accidents, complaints, or incidents involving city vehicles
- Supporting maintenance schedules and vehicle diagnostics
- Enhancing employee safety and emergency response

(c) Employee Acknowledgment.

Use of a city vehicle constitutes acknowledgment and acceptance of this policy.

(d) Data Retention

Vehicle tracking data will be retained in accordance with the City's data retention policy and applicable laws (data is a public record and available to anyone in accordance with applicable State statutes).

(e) Policy Violations

Tampering with, disabling, or attempting to disable vehicle tracking devices is strictly prohibited and will result in disciplinary action, up to and including termination.

SECTION III.23 Media and Public Relations Policy

(a) Media Inquiries Responsibilities

Under the City Manager's direction, the Executive Assistant to the City Manager is primarily responsible for responding to media inquiries. City employees should always inform their Department Director and the Executive Assistant to the City Manager by telephone or email when contacted by the media.

(b) Litigation, Personnel and Election Issues

As a matter of general practice, the City of Flagler Beach and its employees do not discuss litigation and/or personnel-related information, including election issues.

(c) City-Initiated Information

All proactive media outreach, including press releases and media advisories, is initiated through the to the City Manager or designee. Department Directors seeking publicity for events or activities must contact the Executive Assistant as early as possible to ensure the best media coverage of their activities.

(d) Media Interviews

Only the following individuals, considered spokespersons, are allowed to perform media interviews:

Elected Officials

City Manager

Individuals designated by the City Manager

(e) The City Manager and his Executive Assistant will maintain a current list of designees. No other employees may engage in interviews unless otherwise authorized. Non-authorized employees must receive approval, either verbally or written, from the City Manager to participate in interviews for each specific occurrence.



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: November 13, 2025
Item Name: City Manager Annual Evaluation

Background:

The City Manager's contract calls for an annual evaluation:

Section 14: Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer. Employer shall make reasonable efforts to conduct this performance review in August of each year or as soon thereafter as reasonably possible.

Fiscal Impact:

The City Manager's compensation may be adjusted by the City Commission.

Staff Recommendation:

NA

Attachments:

1. Com_. Sherman-City Manager Evaluation
2. Com_. Sherman- Mr. Martin_Observations
3. Com_. Belhumeur-City Manager Evaluation
4. Mayor Kings Evaluation of City Manager
5. Comm Spradley-City Manager Evaluation
6. Com_. Sherman-City Manager Evaluation
7. Com_. Sherman- Mr. Martin_Observations
8. Com_. Belhumeur-City Manager Evaluation
9. Comm Spradley-City Manager Evaluation
10. Mayor Kings Evaluation of City Manager
11. Comm Cooley -City Manager Evaluation
12. Comm Cunningham - City Manager Review0001

City of Flagler Beach

City Manager Performance Evaluation

Name: **James Sherman**

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	3	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	3	
Average score for this category	22	3.1428
Weighted Score		857142

Comments:

Mr. Martin maintains a professional, punctual relationship with the City Commission. He makes himself available for phone calls and is quick to address any emails or concerns we may have. Mr. Martin accepts direction positively and looks for ways to implement it.

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

Comments: (next page)

From my viewpoint, Mr. meets expectations in public relations. He seems to have a positive. Over the past year, there have been several requests from Mr. Martin's residents, and, based on what I can see, he responds promptly and provides the information they are inquiring about.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	3	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	12	3
Weighted Score		60

Comments:

I do believe that, in the future, we may need to consider removing this from the City Manager's performance evaluation. As elected officials, As elected officials, we are not to involve ourselves in the day-to-day operations of the city, which makes it hard to rate the city manager. I haven't seen anything to sway my rating one way or the other

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	5	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	16	4
Weighted Score		80

Comments:

The budgets Mr. Martin and his staff prepare are easy to follow and digest. I do believe this is an area that Mr. Martin handles exceptionally well. I think he does a good job of keeping the commission informed about the budget and our quarterly progress through updates. Overall, I believe he does a decent job with the fiscal management.

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

Comments:

An area that I do believe is one of Mr. Martin's strongest traits is his ability to communicate with the commission, constituents, and the media. I believe his communications are timely, transparent and informative.

6. Personal Traits		10%
A. Initiative.	3	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	5	
E. Visionary.	3	
Average score for this category	17	3.4
Weighted Score		34
Comments:		
I believe Mr. Martin is a creative individual who's always looking for ways to engage Flagler Beach residents and educate them on governmental matters affecting the City of Flagler Beach. I also see him as a visionary. He sees the big picture and is well aware of the challenges and opportunities in this community.		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	4	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	15	3.75
Weighted Score		37.5
Comments:		
Mr. Martin seems to be in constant communication with the neighboring municipalities, as well as regional, state, and federal agencies, regarding matters related to Flagler Beach. This past year, he went to Tallahassee twice to lobby for Flagler Beach, educating and briefing state officials on our community's needs. I see that he has good working relationships with the other City Managers and the County Administrator.		

FINAL

3.61

1.00-1.99 Unsatisfactory

2.00-2.99 Improvement Needed

3.00-3.99 Meets Job Standards

4.00-4.49 Exceeds Job Standard

4.5-5.00 Outstanding

Overall Comments:
Mr. Martin demonstrates strong professionalism and effective communication in his role as City Manager. He maintains a respectful and responsive relationship with the City Commission, residents, and partner agencies. His budgeting and financial reporting are clear and well-organized, ensuring transparency and understanding. Mr. Martin is proactive in addressing concerns, open to direction, and consistently represents the City of Flagler Beach with integrity. He is also forward-thinking and collaborative, engaging effectively with neighboring jurisdictions and higher levels of government to advocate for the city's needs. Overall, he meets or exceeds expectations in key areas of leadership, communication, and fiscal management.

Signature of Evaluator:

Date:

11/04/2025

James P Sherman



Commissioner Sherman's Observations

OBSERVATIONS

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

1. I would like to see him continuing to engage the residents of Flagler Beach. I want to continue to see the dinner events that he has hosted, games on the green, and other initiatives that I believe strengthen his relationship with the community.
2. I would also like him to continue with this Friday's notes. This is the type of communication and transparency this commission has valued and needed for years.

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

1. I believe that an area where I feel Mr. Martin could be more assertive is during budget time, to be a bit more assertive, and instead of saying it is our budget, to provide a bit more guidance with potential outcomes and alternatives to matters that the commission might be debating on with the budget.

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

1. Create a "data dashboard" or public summary of significant studies, utility trends (water/sewer/stormwater), infrastructure needs, costs, timelines, and current status. This gives citizens a more concrete basis for engaging and asking questions.
2. Develop a clear communications plan: ensure that forthcoming studies, utility rate analyses, budget impacts, etc. are shared proactively in clear language and via multiple channels (website, social media, public forums).

FUTURE GOALS AND OBJECTIVES

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

First, we need a renewed focus on tidal flooding events that impact our residents. It's time for us to begin advocating at the county and state levels for comprehensive studies on tidal flooding originating from the Intracoastal Waterway.

Second, and closely related, is the need to educate our residents on the difference between stormwater flooding and tidal flooding. I believe there is a significant disconnect in our community on this issue, and improving public understanding will help guide more effective solutions.

Finally, I would like Mr. Martin to begin reclaiming and properly managing the city's rights-of-way. These areas are vital to Flagler Beach, and as we continue improving our infrastructure citywide, it's imperative that we address the right-of-way challenges we currently face.

City of Flagler Beach
City Manager Performance Evaluation

Name: **Dale Martin**

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	24	3.4285
Weighted Score		571428
Comments:		
2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	3	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	13	3.25
Weighted Score		32.5
Comments: (next page)		

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	2	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	2	
C. Initiates programs to motivate staff.	2	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	9	2.25
Weighted Score		45
Comments:		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	2	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	2	
Average score for this category	10	2.5
Weighted Score		50
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	3	
Average score for this category	6	3
Weighted Score		45
Comments:		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	3	
Average score for this category	17	3.4
Weighted Score		34
Comments:		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	3	
C. Contributions to good government through regular participation.	4	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	13	3.25
Weighted Score		32.5
Comments:		

FINAL

2.90

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

Overall Comments:

Signature of Evaluator:	Date:
Rick Belhumeur, November 07, 2025	



City of Flagler Beach
City Manager Performance Evaluation

Name: **Scott W. Spradley**

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
Relationship with City Commission		15%
1. Effectively implements policies and programs approved by the City Commission.	4	
2. Reporting to City Commission is timely, clear, concise and thorough.	4	
3. Accepts direction/instructions in a positive manner.	4	
4. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
5. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	4	
6. Provides the City Commission with clear report of anticipated goals.	4	
7. Has an "open door policy" for Commissioners.	5	
Average score for this category	29	4.1428
Weighted Score		357142

Comments:
Dale does a very good job of communicating the status and results of policy actions to the City Commission, both as a Board and individually in our face to face communications. He is always available when I have questions, comments or concerns regarding City policy or activity.

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

Comments: (next page)

Dale is excellent at his public relations duties and obligations re: the media. Even though his workload is significant and ever growing, I would like to see Dale improve the timeliness of his interactions with members of the community. Success here would in my estimation be well received by the community.

Effective Leadership of Staff			20%
A. Delegates appropriate responsibilities.		4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.		4	
C. Initiates programs to motivate staff.		4	
D. Initiates programs to enhance the Flagler Beach workplace.		4	
Average score for this category		16	4
Weighted Score			80

Comments:

Not being privy to staff interactions, it is difficult for me to assess Dale's leadership capabilities with a broad brush. But based on comments made to me by a few staff members whose opinions are credible with me, Dale is a good leader, with any short comings being attributed to Dale's heavy work load. I would ask that Dale continue to strive to have a positive atmosphere for the work place, despite his workload.

Fiscal Management			20%
A. Prepares realistic annual budget, which is easy to understand.		3	
B. Controls expenditures in accordance with approved budget.		3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.		3	
D. Ensures the budget addresses the goals and objectives, including readability.		4	
Average score for this category		13	3.25
Weighted Score			65

Comments:

would like to see Dale work to control to the extent possible, redundant and excessive asks by contractors and consultants, which in turn inflate the budget to a degree. I would like Dale to ensure that change orders are approved prior to the commencement of work. I feel this is an area where Dale can and should easily improve.

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

Comments:

Dale does well in his communication skills with constituents and in his written communications.

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

7. Fairness and Impartiality.	4	
8. Creativity.	4	
9. Visionary.	4	
Average score for this category	21	4.2
Weighted Score		42

Comments:

I feel Dale brings a lot to the table with initiative skills and what I see as fair and capable management.

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

Comments:

Dale's communication skills with other governmental units is excellent. His interaction with the City's lobbyist is sincere and effective.

FINAL

4.04

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

Overall Comments:

Dale is doing a very good job. He should strive to improve his timeliness and content in response to resident inquiries and complaints. While I understand Dale has an ever growing workload, the time necessary to be responsive to all residents who interact with him will pay great dividends to his professional status as viewed by the residents and by the Commission, in my opinion. Dale is an excellent advocate for the City and I applaud those efforts. Management of the budget process has been good but I would like to see it improve as we move forward with an ever growing list of priority projects in the works or on the horizon.

Signature of Evaluator:


Date:
11/7/2025

City of Flagler Beach

City Manager Performance Evaluation

Name: Dale Martin

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	23	3.2857
Weighted Score		714285

Comments:

Dale always has an open door and shares pertinent info as needed.

2. Public Relations		10%
A. Projects a positive public image.	3	
B. Is courteous to the public at all times.	3	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	12	3
Weighted Score		30

Comments: (next page)

I find Dale to be responsive to all inquires. His responses appear to be courteous at all times.		
3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	4	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	14	3.5
Weighted Score		70
Comments:		
To my knowledge staff enjoys the "team" approach that Dale has brought and created.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	13	3.25
Weighted Score		65
Comments:		
Dale created the annual budget book, which I find a wonderful addition to our records-In my opinion clear and concise, fairly easy to read, follow and understand.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	7	3.5
Weighted Score		52.5
Comments:		
Dale implemented Friday Notes to keep all up to date with projects and all things City related.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	4	
D. Creativity.	3	
E. Visionary.	4	
Average score for this category	19	3.8
Weighted Score		38
Comments:		
I believe Dale to be a great leader. Offers staff the ability to do their jobs without misdirection and micromanagement. His vision for our City aligns with the majority.		
7. Intergovernmental Affairs		
A. Maintains effective communication with local, regional, State and Fed.	3	10%
B. Financial resources (grants) from other agencies are pursued.	3	
C. Contributions to good government through regular participation.	4	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	13	3.25
Weighted Score		32.5
Comments:		
I believe that Dale has a good relationship with Edgar which allows for a good team work approach to our Legislators and Representatives.		

FINAL

3.37

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

Overall Comments:
I enjoy working with Dale. I find his knowledge of municipal government and leading our City invaluable to not only myself, but to our City. I find he is fair in all decisions and is always able to explain or defend his decisions with facts and appropriate details.

Signature of Evaluator: Mayor Patti King	Date: November 6, 2025
--	------------------------

City of Flagler Beach

City Manager Performance Evaluation

Name: **Eric Cooley**

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	5	
C. Accepts direction/instructions in a positive manner.	5	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	2	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	4	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	27	3.8571
Weighted Score		57.857
Comments:		
Continued excellent communication. That is one of your top strengths. For the 2nd year in a row I was disappointed with the goal setting sessions and the outcome. I hope for significant changes this coming year with actual goals from the provider. Consensus and direction from the meetings still seems to be slow to be acted on or sometimes gets lost in the shuffle. Id like to see that improved and a sense of urgency applied to any consensus items. Communication overall has been outstanding and there is never any difficulty getting information I need or reaching the CM.		
2. Public Relations		10%
A. Projects a positive public image.	5	
B. Is courteous to the public at all times.	5	
C. Maintains effective relations with media representatives.	5	
D. Responds to requests from the public in a timely manner.	2	
Average score for this category	17	4.25
Weighted Score		42.5
Comments: (next page)		

Again outstanding job with communication items in this category. Again, the weak area being responding to the public and concerns they have. It is inconsistent. I would like to see you utilize your staff and assistants more to ensure timely responses to things that come up.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	13	3.25
Weighted Score		65

Comments:

Improvement was observed this year with staff accountability and positive turnover. This was needed to move forward. I understand things are still evolving, but look forward to see improved results with staff accountability and the newer directors. The area of improvement in this category is field management. I understand you have staff and directors, but the city needs you visible with boots on the ground - not just with events. There is a lot of knowledge to be gained being in the field interacting with both the staff and the public. Even a little goes a long way. With the new directors, middle mgt, and assistants, I think this should be a easy improvement area to address this year.

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	2	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	12	3
Weighted Score		60

Comments:

The budget process met my expectations. Was clear and timely. My continued concern with budgeting is a critical eye to expense controls. The budget continues to grow and I feel many directors need your guidance controlling expenses. The budget cannot continue to grow year after year disproportionately to needs and I think in multiple ways it is. A culture of fiscal accountability and planning needs implemented. Improvement in many departments with keeping initiatives on budget. There needs to be accountability around that.

5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	5	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	10	5
Weighted Score		75

Comments:

Same ratings as last year eval. Communication remains a strength. A continued area of improvement needed is last minute information before meetings and/or missing data before a meeting. Commission and the public needs every piece of data ahead of time in order for everything to be considered appropriately.

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

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	5	
Average score for this category	21	4.2
Weighted Score		42
Comments:		
Visionary is a strength. Initiative is strong, however I do notice you sometimes pick and choose with tactics commission wants to push forward. Id like to see more sense of urgency once a consensus is reached.		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	2	
B. Financial resources (grants) from other agencies are pursued.	3	
C. Contributions to good government through regular participation.	4	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	13	3.25
Weighted Score		32.5
Comments:		
Continued communication improvement needed with administrators in other municipalities regarding elected tactics and city departments working with other municipalities. Namely and as a example staff or yourself working with others regarding reuse water. There can be a master plan made, but it wont happen in a silo. Good job with pursuing grants and other financial angles.		

FINAL

3.75

1.00-1.99 Unsatisfactory

2.00-2.99 Improvement Needed

3.00-3.99 Meets Job Standards

4.00-4.49 Exceeds Job Standard

4.5-5.00 Outstanding

Overall Comments:
This has been a year of continued improvement. Progress has been made in some areas. I would like to see some of the improvement areas addressed and some are going multiple years. Very impressed with the continued communication strengths. Lets put them to work with county and multi-municipality interactions to get improvement there. I appreciate your focus keeping all of us elected on track throughout the year. I also appreciate your always timely responses to needs I might have. You are very engaged and it shows. Lets leverage that and get you out of the office more with both the staff and the public. Thank you for your last year of service.

Signature of Evaluator:

Date:



City of Flagler Beach City Manager Performance Evaluation

Name: John Cunningham

Evaluation Period: October 1, 2024

thru September 30, 2025

Definition of Ratings

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

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

Rating	Weight	
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	2	
B. Reporting to City Commission is timely, clear, concise and thorough.	2	
C. Accepts direction/instructions in a positive manner.	2	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	2	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	2	
F. Provides the City Commission with clear report of anticipated goals.	2	
G. Has an "open door policy" for Commissioners.	2	
Average score for this category	14	2
Weighted Score		30
Comments:		
See Overall Comments		
2. Public Relations		10%
A. Projects a positive public image.	2	

B. Is courteous to the public at all times.	2	
C. Maintains effective relations with media representatives.	2	
D. Responds to requests from the public in a timely manner.	2	
Average score for this category	8	2
Weighted Score		20
Comments: (next page)		

See Overall Comments		
3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	1	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	1	
C. Initiates programs to motivate staff.	1	
D. Initiates programs to enhance the Flagler Beach workplace.	1	
Average score for this category	4	1
Weighted Score		20
Comments:		
See Overall Comments		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	1	
B. Controls expenditures in accordance with approved budget.	1	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	1	
D. Ensures the budget addresses the goals and objectives, including readability.	1	
Average score for this category	4	1
Weighted Score		20

Comments:		
See Overall Comments		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	1	
B. Written communications are clear, timely, forthright and encourages feedback.	1	
Average score for this category	2	1
Weighted Score		15
Comments:		
See Overall Comments		
6. Personal Traits		10%
A. Initiative.	1	
B. Openness: Encourages participation in decision making process.	1	
C. Fairness and Impartiality.	1	
D. Creativity.	1	
E. Visionary.	1	
Average score for this category	5	1
Weighted Score		10
Comments:		
See Overall Comments		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	2	
B. Financial resources (grants) from other agencies are pursued.	2	

C. Contributions to good government through regular participation.	2	
D. Lobbies effectively with legislators and State agencies.	2	
Average score for this category	8	2
Weighted Score		20
Comments:		
See Overall Comments		

FINAL

1.35

1.00-1.99 Unsatisfactory

2.00-2.99 Improvement Needed

3.00-3.99 Meets Job Standards

4.00-4.49 Exceeds Job Standard

4.5-5.00 Outstanding

Overall Comments:

The City Manager's overall performance has been unsatisfactory and does not meet the expectations of effective municipal leadership. A consistent pattern of **poor management practices, lack of transparency, and limited accountability** has undermined the trust of both city staff and the community.

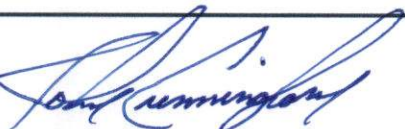
The City Manager has demonstrated **ineffective oversight of city operations**, particularly those occurring outside of City Hall. There is a clear disconnect between administrative decisions and the day-to-day realities of how the city functions in the field. This has led to operational inefficiencies, lack of coordination among departments, and missed opportunities to address visible issues affecting residents and businesses.

Concerns have also been raised regarding **inconsistent and questionable hiring and firing practices**, which appear to lack clear justification, documentation, or adherence to established policies. These actions have contributed to low staff morale and public criticism of the city's internal management.

Furthermore, the City Manager has shown **limited understanding of how the city is perceived externally**, failing to engage adequately with residents, stakeholders, and community organizations. The absence of transparent communication and proactive public engagement has created the perception of a closed, insular administration.

Overall, the City Manager's performance reflects a **lack of leadership, accountability, and strategic oversight**. Substantial improvement is required in the areas of transparency, operational management, staff relations, and community engagement to restore confidence in city administration. Without significant corrective action and stronger leadership presence, continued performance at this level poses a risk to the city's reputation, effectiveness, and long-term stability.

Signature of Evaluator:



Date:

11/10/2025



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: November 13, 2025
Item Name: Resolution 2025-85. A Resolution of the City Commission of the City of Flagler Beach, Florida, Adopting the FY 2025/2026 Salary Plan; providing for conflict and an effective date.

Background:

The City's Personnel Policy (Article XIV, Section 4) calls for a Resolution to adopt an annual salary schedule. Exhibit A attached to the Resolution illustrates the salaries/wages for City staff.

Fiscal Impact:

The salaries/wages are incorporated in the adopted 2025/2026 Budget.

Staff Recommendation:

Staff recommends approval of Resolution 2025-85.

Attachments:

1. 85- Salaries
2. 2025 Salary Adjustments Final

RESOLUTION 2025-85

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING THE FY 2025/2026 SALARY PLAN; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Article XIV, Section 4 of the City's Personnel Policy calls for a resolution to adopt an annual salary schedule; and,

WHEREAS, on September 25, 2025, the Commission adopted the Fiscal Year 2025/2026 budget, approving department positions; and

WHEREAS, the City Manager and Department Directors have completed the annual evaluations and determined the merit pay earned which has been implemented into the attached Exhibit "A" Salary Adjustment Schedule.

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The attached Exhibit "A" Salary Adjustments Schedule is hereby adopted and incorporated into the FY 2025/2026 Budget.

SECTION 3. The City Commission authorizes the City Manager to make minor revisions (not to exceed five percent on an individual basis) to the 2025/2026 Salary Plan during the fiscal year based upon City needs or individual accomplishments, but such revisions will not exceed the departmental funding appropriated for salaries and wages. Proposed revisions that exceed five percent will require City Commission consideration and approval before implementation.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 6. 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 13TH day of November 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

Penny Overstreet, City Clerk

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
EVANS, J	Fire					14.00	43,500.00	Probationary (09/22/25)
MALACH, M	Fire					14.00	43,500.00	Probationary (09/22/25)
STRICKLAND, J	Fire	14.92	46,334.56	B	3%	15.37	47,724.60	
ADAMS, B	Fire	15.13	46,973.85	C	2%	15.43	47,913.33	Probationary (08/07/25)
MULLEN, K	Fire	16.57	51,462.23	C	2%	16.90	52,491.47	
PRINCE, J	Fire	17.07	52,998.36	B	3%	17.58	54,588.31	
POEIRA, T	Fire	17.71	55,000.00	C	2%	18.07	56,100.00	Probationary (07/08/25)
BEAUCHAMP, D	Building					19.00	39,520.00	Probationary (10/06/25)
MILLER, M	Streets/Storm	16.50	34,320.00	C	*	19.00	39,520.00	Probationary (07/07/25); starting hourly wage to \$19.00
BAKER, B	Facilities	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
COLLINS, B	Finance	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
STATON, K	Facilities	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
STEPHANY, M	Sanitation	17.01	35,380.80	B	*	19.00	39,520.00	Starting hourly wage to \$19.00
LILAVOIS, R	Streets/Storm	17.03	35,422.40	B	*	19.00	39,520.00	Starting hourly wage to \$19.00
HARGRAVES, J	Facilities	17.20	35,776.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
CLOUSE, S	Library	18.00	37,440.00	C	*	19.00	39,520.00	Probationary (07/08/25); starting hourly wage to \$19.00
CARRE, C	Ocean Rescue	18.58	PT	C	*	19.00	PT	Probationary (08/02/25); starting hourly wage to \$19.00
CARRE, K	Ocean Rescue	18.58	PT	C	*	19.00	PT	Starting hourly wage to \$19.00
EVANS, G	Fire	18.68	57,996.14	C	2%	19.05	59,156.06	
MCREE, B	Finance	19.00	39,520.00		2%	19.38	40,310.40	Probationary (08/25/25)
WILLIAMSON, T	Sanitation	18.90	39,312.00	B	3%	19.47	40,491.36	
MELGAR, G	Facilities	18.20	37,856.00	C	*	19.50	40,560.00	Starting hourly wage to \$19.00
REYES PEREZ, R	Streets/Storm	18.52	38,521.60	B	*	19.50	40,560.00	Starting hourly wage to \$19.00
DOMINGUEZ, G	Facilities	18.67	38,833.60	C	*	19.50	40,560.00	Starting hourly wage to \$19.00
ARMELLINO, J	Ocean Rescue	18.58	PT	A	5%	19.51	PT	
REBOSTINI, E	VOCA	19.78	PT	B	3%	20.37	PT	
THOMPSON, A	Water	20.00	41,600.00	C	2%	20.40	42,432.00	
DENVIR, S	Util. Maint.	20.40	42,432.00	C	2%	20.81	43,280.64	Probationary (08/18/25)
DINARDI, M	VOCA	20.41	PT	B	3%	21.02		
REXROAD, B	Facilities	19.84	41,267.20	C	*	21.20	44,096.00	Compression adjustment

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
ALLEN, A	Util. Maint.	21.00	43,680.00	C	2%	21.42	44,553.60	
FLEET, B	Water	21.00	43,680.00	B	3%	21.63	44,990.40	
BANKS, R	Sanitation	20.88	43,430.40	A	5%	21.92	45,601.92	
MCBRIDE, K	Finance	20.64	42,931.20	B	*	22.58	46,966.40	Probationary (10/01/25); position reclassified
MCGUIRE, T	Building	18.69	PT		*	23.00	PT	Wage adjustment due to specialized skill
BUTTNER, E	Police	22.60	47,008.00	B	3%	23.28	48,418.24	
RAINEY, M	Fire	23.04	71,531.44	C	2%	23.47	72,877.61	
HOLMAN, D	Sanitation	22.36	46,508.80	A	5%	23.48	48,834.24	
FICOCELLO, M	Planning	23.00	47,840.00	B	3%	23.69	49,275.20	
SKRZYPINSKI, H	Water	23.50	48,880.00	C	2%	23.97	49,857.60	
ALBRECHT, A	Water	23.50	48,880.00	B	3%	24.21	50,346.40	
MC GEE, D	Sanitation	23.90	49,712.00	B	3%	24.62	51,203.36	
DEPASQUALE, M	Finance	24.19	50,315.20	C	2%	24.67	51,321.50	
ISAACS, J	Public Works	25.00	52,000.00	C	2%	25.50	53,040.00	Probationary (06/30/25)
PEREZ, J	Util. Maint.	24.82	51,625.60	B	3%	25.56	53,174.37	
BRAMER, B	Building	23.59	49,067.20	A	*	26.00	51,520.56	Wage adjustment due to certification
GIFFORD, J	Planning	25.30	52,624.00	B	3%	26.06	54,202.72	
MARTIN, S	Facilities	25.02	52,041.60	A	5%	26.27	54,643.68	
LAW, R	Util. Maint.	25.50	53,040.00	B	3%	26.27	54,631.20	
HINEBAUGH, G	Planning	26.00	54,080.00	B	3%	26.78	55,702.40	
DEFRIESE-ROMERO, C	Police	26.50	57,876.00		*	27.83	60,780.72	Per Collective Bargaining Agreement
RAMIREZ, D	Police	27.08	56,326.40	B	3%	27.89	58,016.19	
ZIEHL, J	Police	27.10	56,368.00	B	3%	27.91	58,059.04	
BOWMAN, J	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
JONES, S	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
LUTTRELL, E	Police	27.53	59,732.40		*	28.36	58,980.27	Per Collective Bargaining Agreement
DURICK, M	Sanitation	27.68	57,574.40	B	3%	28.51	59,301.63	
DUNN, J	Building	28.32	58,905.60	C	2%	28.89	60,083.71	
SNYDER, M	Police	28.31	61,829.04		*	29.16	60,651.34	Per Collective Bargaining Agreement
MAHONEY, H	Finance	28.65	59,592.00	B	3%	29.51	61,379.76	

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
PARISH, M	Library	28.75	59,800.00	B	3%	29.61	61,594.00	
SAUNDERS, J	Police	29.73	64,930.32		*	31.22	68,184.48	Per Collective Bargaining Agreement
SCHERR, E	Police	30.07	65,672.88		*	31.57	68,948.88	Per Collective Bargaining Agreement
ANDERSON, M	Public Works	31.25	65,000.00	C	2%	31.88	66,300.00	Probationary (07/28/25)
KEARNEY, D	Police	30.97	64,417.60	B	3%	31.90	66,350.13	
LAUREANO, J	Building	30.81	64,084.80	A	5%	32.35	67,289.04	
KUHN, C	City Clerk	31.75	66,040.00	C	2%	32.39	67,360.80	Probationary (06/20/25)
NOBRE, S	Police	32.26	70,455.84		*	33.87	73,972.08	Per Collective Bargaining Agreement
OFLAHERTY, D	Executive					33.65	70,000.00	Probationary (01/15/26)
JONES, K	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
VINCI, R	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
ALMBERG, A	Water	33.22	69,097.60	A	5%	34.88	72,552.48	
LUDECKER, B	Finance	34.23	71,198.40	B	3%	35.26	73,334.35	
HARTMAN, P	Water	35.07	72,945.60	C	2%	35.77	74,404.51	
NOBRE, C	Finance	34.20	71,136.00	B	*	36.33	75,566.40	Probationary (10/01/25); position reclassified
RODRIGUES, L	Sanitation	35.86	74,588.80	B	3%	36.94	76,826.46	
GUERRERO, M	Police	35.66	77,881.44		*	37.44	81,768.96	Per Collective Bargaining Agreement
RICHARDS, L	Public Works	36.59	76,107.20	B	3%	37.69	78,390.42	
YELVINGTON, A	Police	37.35	81,572.40		*	39.22	85,656.48	Per Collective Bargaining Agreement
CREWS, J	Streets/Storm	38.25	79,560.00	B	3%	39.40	81,946.80	
BINGHAM, J	Police	38.74	84,608.16		*	40.68	88,845.12	Per Collective Bargaining Agreement
GILLIN, T	Ocean Rescue	40.30	83,824.00	B	3%	41.51	86,338.72	
LYNN, J	Wastewater	40.89	85,051.20	B	3%	42.12	87,602.74	
HASHEM, E	Water	40.88	85,030.40	A	5%	42.92	89,281.92	
BLANK, D	Police	42.04	91,815.36		*	44.14	96,401.76	Per Collective Bargaining Agreement
IMPSON, D	Info Technology	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (05/05/25)
SCHOENBROD, M	Police	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (07/28/25)
FIVEASH, J	Fire	46.15	95,992.00	C	2%	47.07	97,911.84	Probationary (06/23/25)
RYAN, K	CRA	48.08	100,006.40	B	3%	49.52	103,006.59	
BLANCHETTE, L	Police	48.52	100,921.60	A	5%	50.95	105,967.68	

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
MATHIS, E	Hum. Resources	50.17	104,353.60	B	3%	51.68	107,484.21	
RAMER, J	Water	50.98	106,038.40	B	3%	52.51	109,219.55	
COX, S	Fire	52.03	108,222.40	B	3%	53.59	111,469.07	
OVERSTREET, P	City Clerk	52.96	110,156.80	A	5%	55.61	115,664.64	
ALLEN, R	Finance	53.65	111,592.00	A	5%	56.33	117,171.60	
McCLENNING, L	Planning	55.29	115,003.20	B	3%	56.95	118,453.30	
DOUGHNEY, M	Police	56.75	118,040.00	B	3%	58.45	121,581.20	
MCFADDEN, R	Building	57.30	119,184.00	C	2%	58.45	121,567.68	
HARLAN, H	Finance	62.64	130,291.20	A	5%	65.77	136,805.76	
MARTIN, D	Executive	79.33	165,006.40		0%	79.33	165,006.40	
FREEMAN, W	Public Works	80.18	166,774.40	B	3%	82.59	171,777.63	



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The applicant desires to annex approximately +/- 210 acres into the City of Flagler Beach recognizing that the Annexed Property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-21 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch. 171, is consistent with the City's Comprehensive Plan and with SB 180.

Attachments:

1. 2025-21 VB_FINAL DRAFT W Exhibits
2. VB_Application Annexation w ex (1) goes w 2025-21
3. Staff Report PAN 25-001 Ordinance 2025-21 Voluntary Annexation Veranda Bay_Add Map_
4. Staff Report_Veranda Bay_Pre-Annexation_Final10022025 (2)
5. City Planners Power Point 11132025
6. BIS 2025-21 VB
7. 25-00357F Affidavit

ORDINANCE 2025-21
ANNEXATION OF VERANDA BAY – APPLICATION NO. PAN25-0001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____ day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____ day
of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH $71^{\circ}44'40''$ WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH $71^{\circ}44'40''$ EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE 960.00 FEET; THENCE SOUTH $71^{\circ}44'40''$ WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH $71^{\circ}44'40''$ EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH $18^{\circ}15'20''$ WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH $78^{\circ}03'28''$ WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF $10^{\circ}47'20''$; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH $06^{\circ}32'52''$ WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH $86^{\circ}59'44''$ EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH $01^{\circ}09'12''$ WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH $88^{\circ}50'48''$ EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH $01^{\circ}07'10''$ WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH $88^{\circ}54'24''$ EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH $11^{\circ}52'10''$ EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH $13^{\circ}13'08''$ EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH $88^{\circ}54'24''$ EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH $13^{\circ}58'25''$ EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO

TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF

114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A

DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11

FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

TOGETHER WITH

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

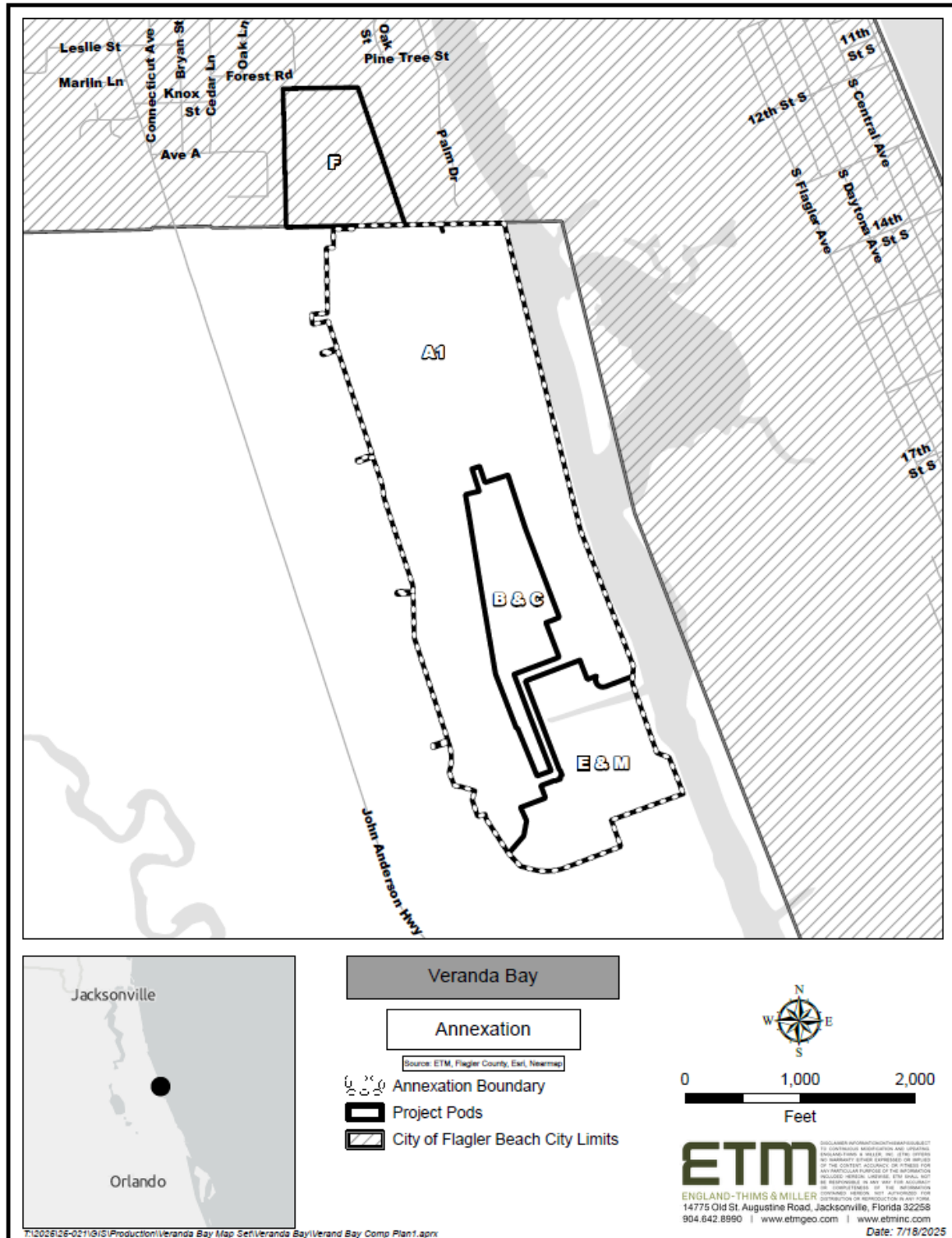


EXHIBIT "C"

Serial Number
25-00353F

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 Public Hearing

in the matter of Ordinance 2025-21

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

issues of 9/25/2025

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.

Nancy Kay Raymond
Nancy Kay Raymond

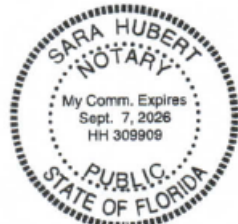
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



**CITY OF FLAGLER BEACH
NOTICE OF PUBLIC
HEARING**

The City Commission proposes to adopt Ordinance No. 2025-21. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:
PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 2:30 P.M.

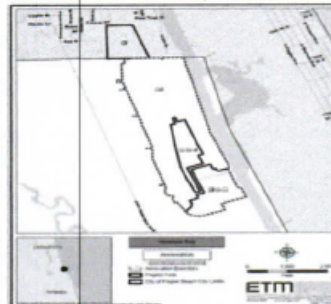
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025 AT 2:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-5000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 266.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-5000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00353F



City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Palm Coast Intracoastal, LLC PHONE: 386-986-2411
 ADDRESS: 3129 Springbank Lane, #201 Charlotte NC 28226

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):
See attached Exhibit "A"

_____ SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property us reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Palm Coast Intracoastal, LLC

[Signature]
 Signature of Owner one (1)
William G. Allen, Jr., Manager
 Subscribed and Sworn to (or affirmed) before me by

This 16 day of July, 2025.
 Who is personally known to me or has produced
 _____ as identification.

HH 190061 01/02/26
 Commission Number & Expiration

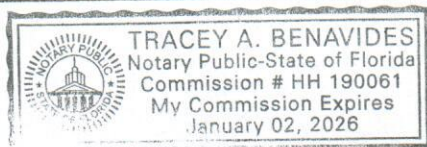
[Signature]
 Notary Public

 Signature of Owner two (2)
 Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
 Who is personally known to me or has produced
 _____ as identification.

 Commission Number & Expiration

 Notary Public



Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by

This ____ day of _____, 20____.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$_____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex. "A" Subdivision Name; _____

Section; _____ Block(s); _____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301 Palm Coast FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this 16th day of July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC Individual submitted by ☒ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)
Signature of Notary Public, State of Florida

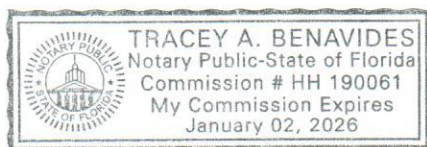


EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST,

CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING

OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

VERANDA BAY

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID

CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

VERANDA BAY
SOLD TRACTS AND PLATTED LOTS

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT “B”

OWNER	POD AREA	TAX PARCEL	ACREAGE	
Veranda Bay Investments	B & C	Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)	22.64	
Veranda Bay Investments	E & M	Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000	35.44	
			APPROX TOTAL VBI ACREAGE	58.08
OWNER	POD AREA	TAX PARCEL	ACREAGE	
APPROVED PROPERTIES				
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation	42.09	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)	5.67	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)	2.66	
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD	2.89	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)	3.59	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)	1.63	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)	0.30	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)	0.81	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)	27.19	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)	0.37	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)	0.55	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT	0.03	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)	2.69	
			APPROX TOTAL PCI ACREAGE	92.49
OWNER	POD AREA	TAX PARCEL	ACREAGE	
SOLD TRACTS & PLATTED LOTS				
City of Flagler Beach	A1	13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)	0.06	
City of Flagler Beach	A1	38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)	0.06	
Gardens CDD	A1	13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.	4.29	
Gardens CDD	A1	13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)	8.82	
Gardens CDD	A1	13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)	3.82	
Gardens CDD	A1	13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)	0.87	
Gardens CDD	A1	13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)	1.40	
Gardens CDD	A1	13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT	0.52	
Gardens CDD	A1	13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT	0.40	
Gardens CDD	A1	13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.	2.84	
Gardens CDD	A1	38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)	4.50	
Gardens CDD	A1	38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)	0.41	
Gardens CDD	A1	38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)	10.83	
Phase 1A Platted Lot Owners	A1	Lots 43 through 98, Phase 1A Plat	10.36	
Phase 2A Platted Lot Owners	A1	Lots 1 through 42 and 99 through 122, Phase 2A Plat	10.95	
			APPROX TOTAL SOLD TRACTS & PLATTED LOTS ACREAGE	60.13
			TOTAL EAST SIDE ANNEXATION ACREAGE	210.70



City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoflaglerbeach.com

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001
Ordinance 2025-21

Date: October 2, 2025

Applicant: Michael D. Chiumento, Esq.

Site Location: East of John Anderson Highway &
South of SR 100

+/- 211 Acres

Total Acreage:

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 211 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the east side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in the local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City is taking action to expand the capacity of its potable water, wastewater and reuse and represents those facilities shall be in place and available to serve new development no later than the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent. See Exhibit C.

Additionally, the City of Flagler Beach currently provides water, wastewater; and through a mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler which eliminates problems that could arise from service delivery to these areas.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the subject property be included within the corporate area and City limits of Flagler Beach.



To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Veranda Bay | Ordinance 2025-21

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- **Future land use and zoning:** A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- **Provision of urban services:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- **Financial obligations:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- **Development standards:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions: The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

- (2) Future Land Use Map Amendment(s);
- (2) Site Specific Policy Text Amendment(s), and
- (2) Master Planned Development Agreements(s); and
- (6) Developer's Application(s), Agreements, Maps, and Exhibits.



Staff Finding:

Applicant: Michael D. Chiumento, Esq.

Site Location: East side of John Anderson Highway & South of SR 100

Total Acreage: 211 +/- acres

Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA.*

Demand on Potable Water / Capacity Analysis											
EXISTING POTABLE WATER DEMAND Flagler Beach, FL				PROPOSED POTABLE WATER DEMAND Veranda Bay				TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Veranda Bay = City Proper			
The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).				The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).				Total Existing + Proposed Potable Water Demand			
- Existing potable water demand = population served * 125 GPCD - City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD - Existing Potable Water Demand = 7,438 persons * 125 GPCD - Existing Potable Water Demand = 929,750 GPD				- Proposed potable water demand = population served * 125 GPCD - Population = 2,735 377 units * 2.08 persons per unit = 784 - Proposed potable water demand = 784 persons * 125 GPCD - Proposed potable water demand = 98,020 GPD				- Total projected potable water demand = total population served * 125GPCD - Total Projected Potable Water Demand = 8,222 persons * 125 GPCD - Total Projected Potable Water Demand = 1,027,770 GPD			

2

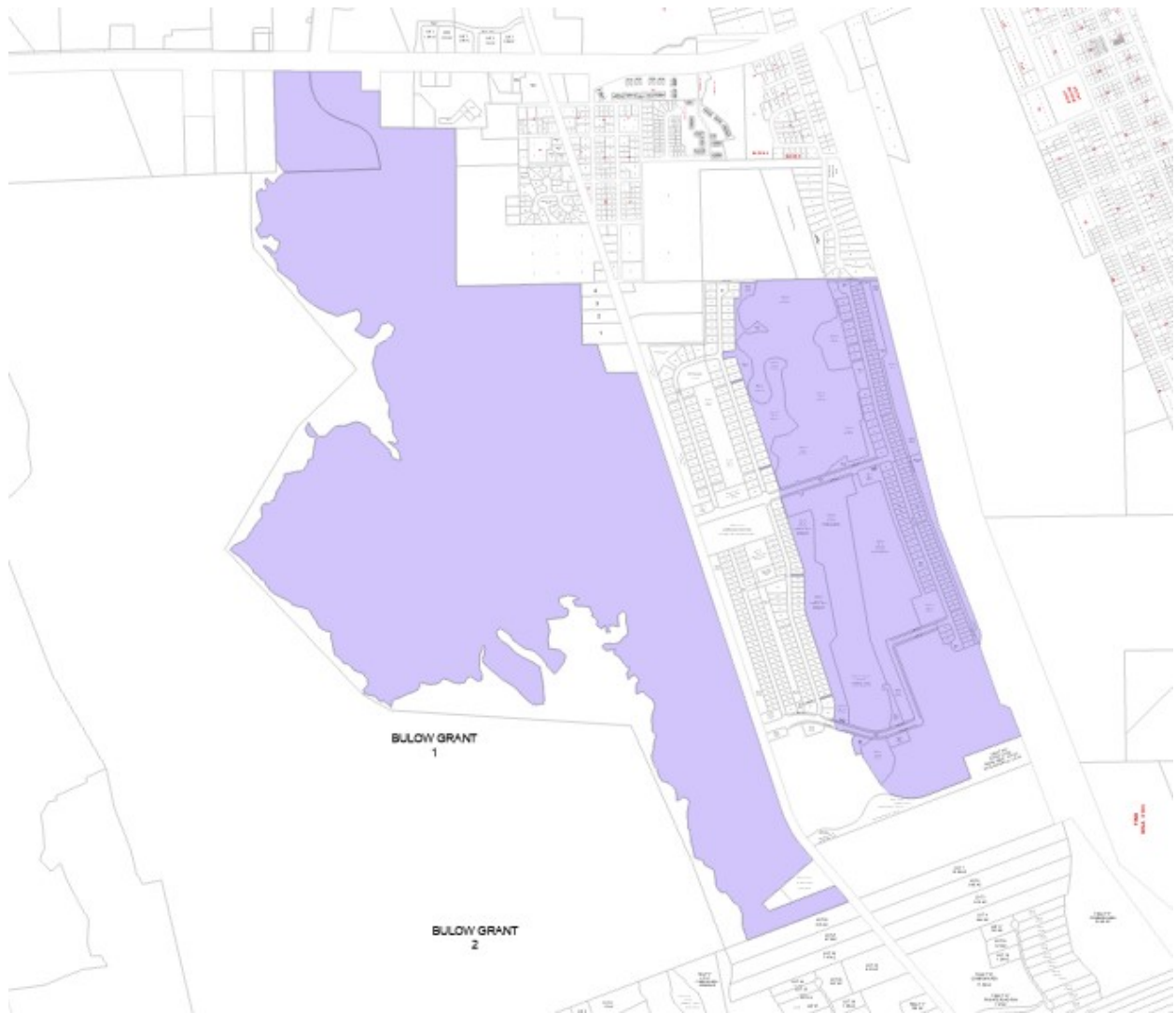
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation

The Pre-Annexation Agreement and Annexation Ordinance 2025-21 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-21 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

3



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown



City Commission

NOVEMBER 13, 2025

CITY COMMISSION
CHAMBERS

Background Summary

Timeline

City Commission
Transmits Large
Scale FLUM

Sept 2024

FL Commerce sends
City FB two (2)
competing emails

Oct 2024

FL Commerce
changes status of
Large-Scale FLUM to
DRI

October 2024

City appeals DRI
designation as City
of Flagler Beach
exempt per Dense
Urban Land Area, [s 380.0651 \(3\)\(a\) F.S.](#)

Dec 2024/Jan 2025

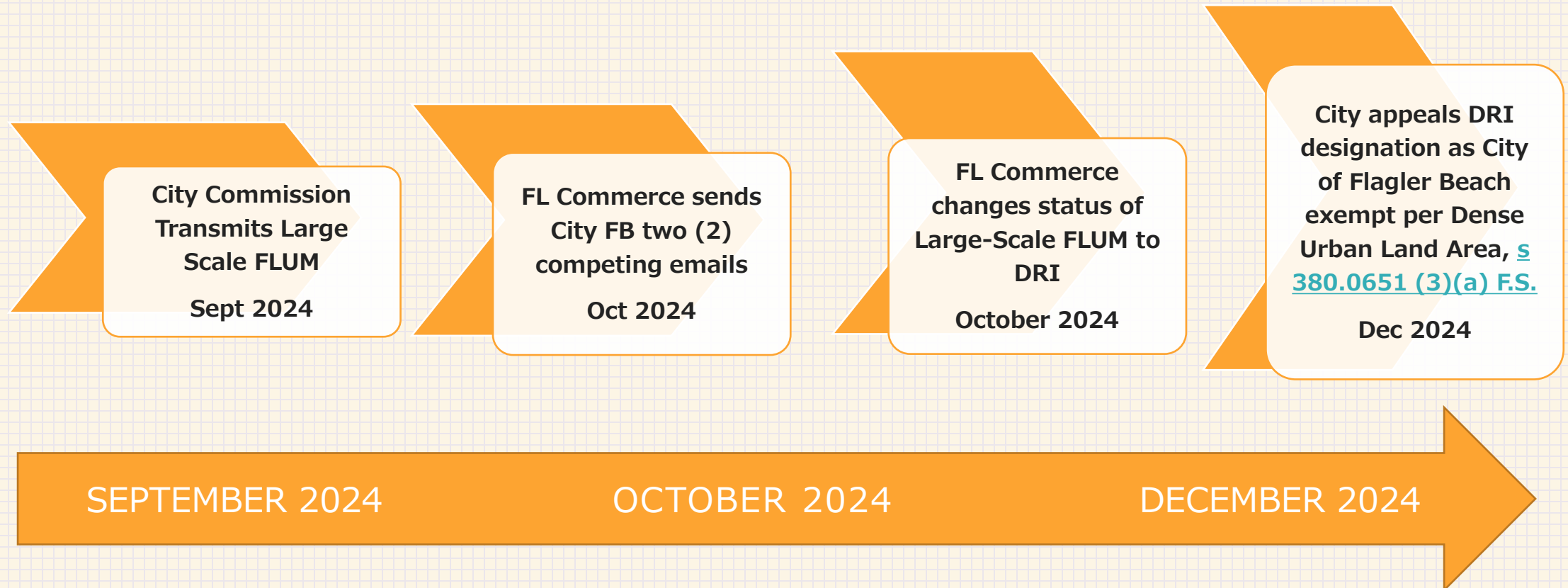
SEPTEMBER 2024

OCTOBER 2024

DECEMBER 2024



Summary: *September - December 2024*





Large Scale Future Land Use Amendment State Requirements

Florida Commerce Requirements

Per Section 163 of Florida Statute, the amendment includes a planning analysis which considers:

- The character of undeveloped lands;
- The availability of, and the impacts to the City's facilities and services;
- An analysis of the soils, topography, natural resources, and historic resources on site; and
- Analysis of the minimum amount of land needed to achieve goals and requirements.

Section 163.3184(4), Florida Statutes

1. Staff, local planning agency, and local governing recommendations.
2. Supporting documents on which recommendations regarding plan amendment is based.
3. Future land use map amendments must include color maps depicting:
 - a. Proposed future land use designation.
 - b. Boundary of property, surrounding street and thoroughfare network.
 - c. Present future land use map designations and abutting properties.
4. Existing land use map depicting:
 - a. Existing land use(s) of property and abutting properties.
 - b. Size of property in acres.
5. Description of change in population, availability of, and demand on sanitary sewer, solid waste, drainage, potable water, traffic circulation, school concurrency, and recreation.
6. Consistency of proposed land use amendments with the future land use element goals, objectives and policies.

City Moves Forward 2025 Q1, Q2, and Q3



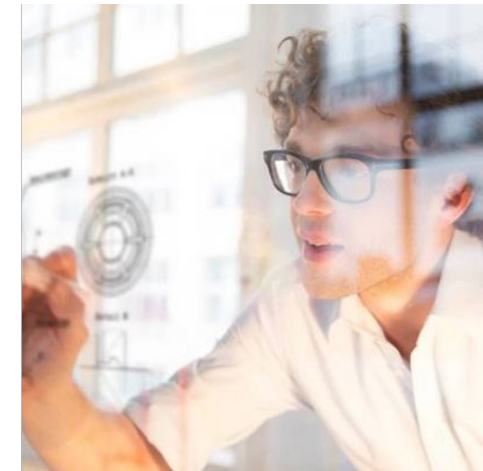
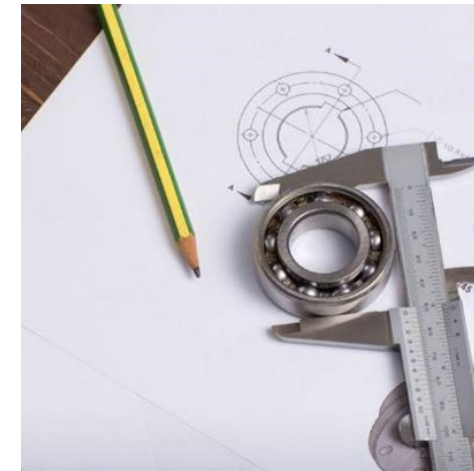
Elements in Compliance w/State

- ✓ Updated Water Facilities Supply Plan (WFSP)
- ✓ Legislative Updates in compliance w/State (2021-2024)
- ✓ Capital Improvement Plan and Facilities Element(2025-2030)
- ✓ Property Rights Element

With Comp Pan Amendments and Water Supply Plan in compliance with the State, the City can move forward leveraging projects with grant funding in accordance with capital improvement plan and schedule;

The City can also monitor and evaluate how programs/projects are satisfying goals and objectives to meet the City's needs; and

The City can recommend map and text amendments, accordingly setting policies, goals, and objectives.





Public and Agency Comments 2024

COMMENTS INCLUDED IN
DEVELOPMENT AGREEMENT



2024 Public and Agency Comments

Policies in MPDA

- No burning for ground clearing.
- No access to/from Palm Dr.
- Up to 100' average Buffer around Bulow Creek.

Policies in MPDA

- All necessary infrastructure to be constructed concurrently, or prior to construction of phase as approved by the city; and prior to issuance of building permits.

Policies in MPDA

- Roadways to be constructed concurrently w/development of adjacent lots to ensure contiguous roadways available at all times; and prior to issuance of building permits.



2024 Public and Agency Comments

Policies in MPDA

- Dedicate or cause to be conveyed to the City a two-acre (2) park site with direct access to John Anderson Highway.
- No private well sites.
- Recreation facility on west side of JAH.

Policies in MPDA

- 98 acres of commercial development along State Road 100.
- Passive trail and recreation.
- Coordinate with County to link to County Blue Way trails.



Q4 – 2025

Two (2) Pre-Annexation Agreements

VERANDA BAY | SUMMERTOWN



2025

2 Distinct Annexation Submittals

**2 Distinct Future Land Use Map
and Text Amendments**

**2 Distinct Master Planned
Development Agreements**

VERANDA BAY | SUMMERTOWN

Agenda

-



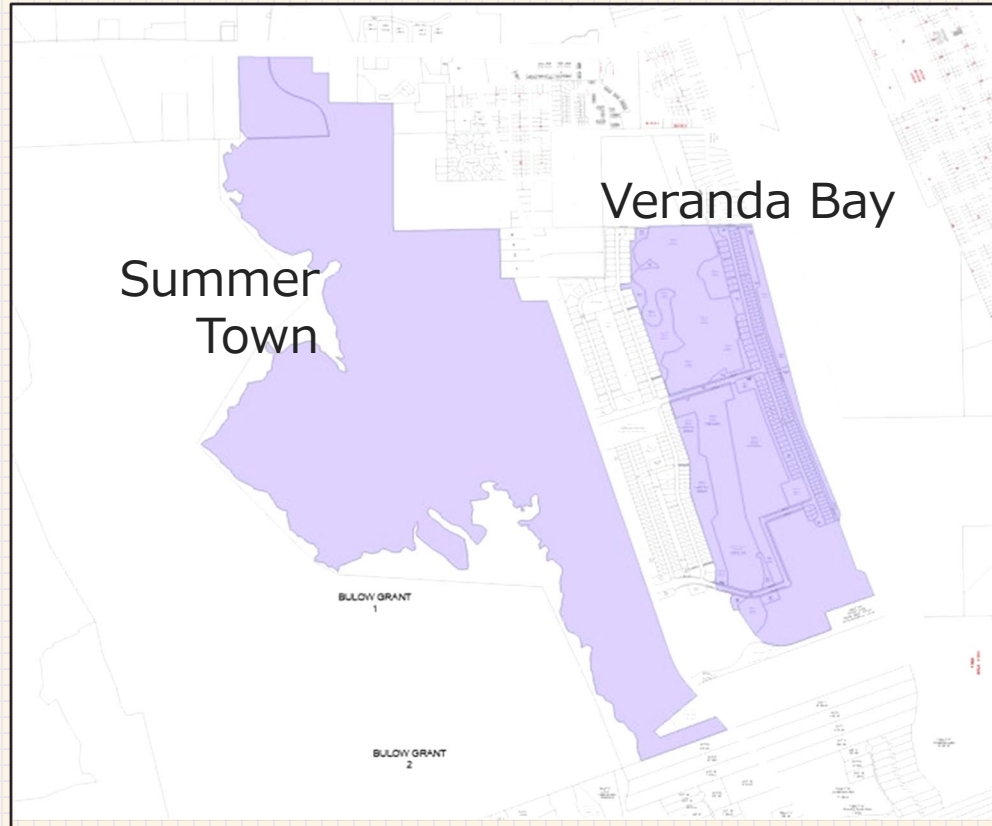
Voluntary Annexation

VERANDA BAY



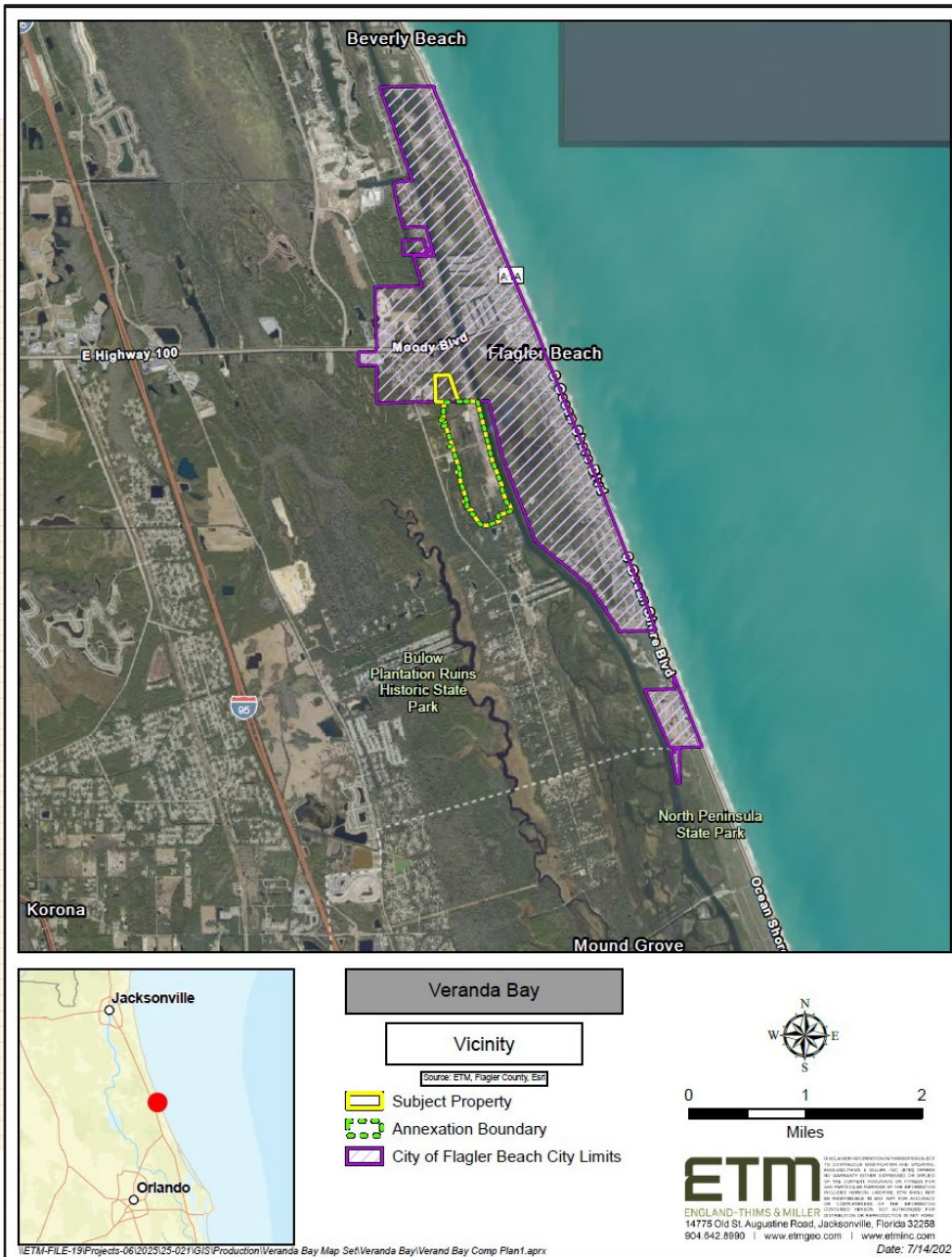
Voluntary Annexation into City of Flagler Beach, FL

Veranda Bay Marina Annexation +/- 211 acres



Location of Veranda Bay Marina

- The property is in unincorporated Flagler County, east of John Anderson Highway and south State Road 100.
- Access to Veranda Bay is from John Anderson Highway.



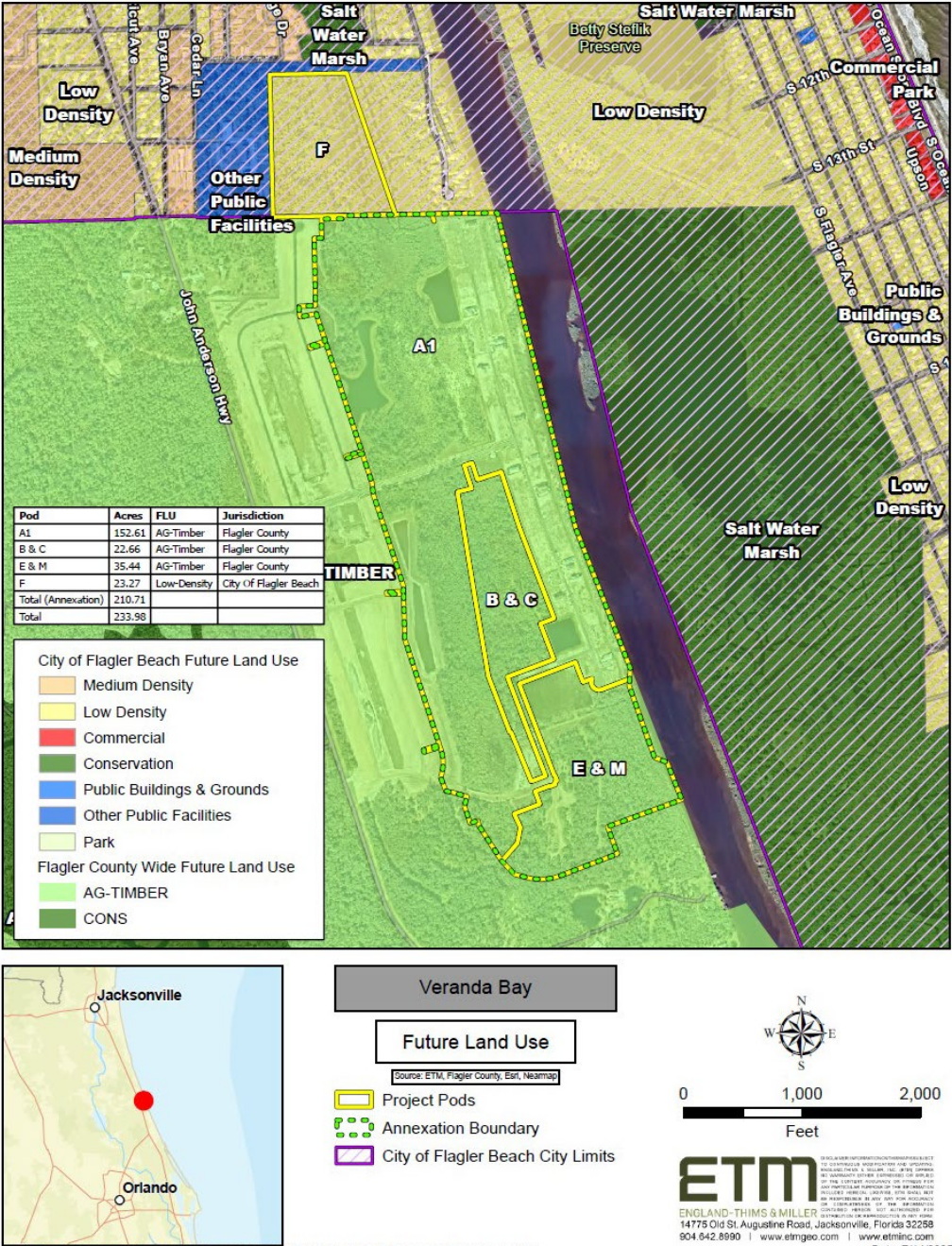
Veranda Bay Voluntary Annexation 211+/- acres

The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

The property to be annexed is reasonably compact and contiguous to the boundaries of the City's existing boundary.

Large Scale Future Land Use Amendment

VERANDA BAY



\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Veranda Bay Como Plan1.aorx

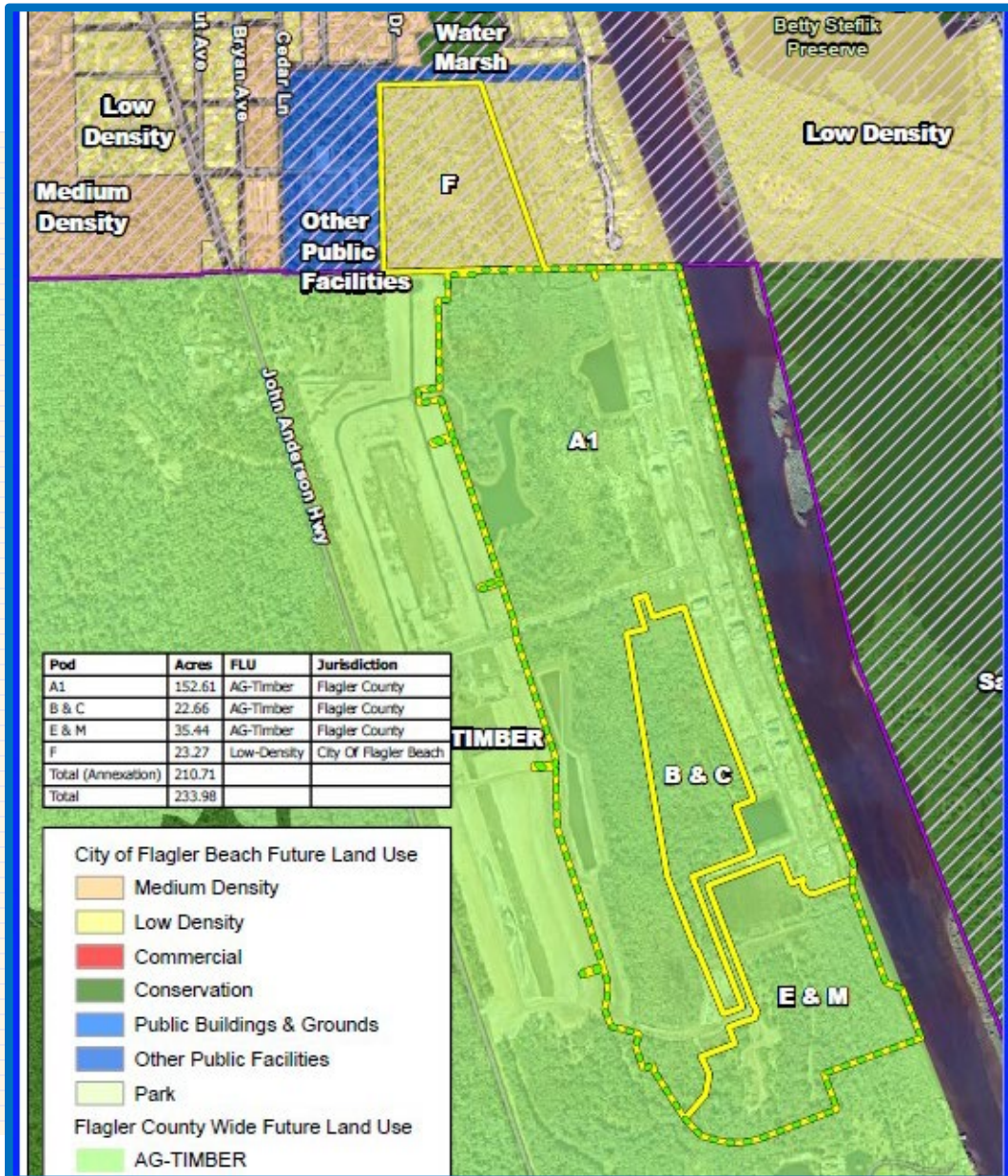
VERANDA BAY MARINA

234 +/- ACRES FLUM

The intent is to develop a Mixed-Use, Low Density Residential, General Commercial, and Marina Village.

The residential opportunities include single-family, townhomes/duplex, condominium, multi-family, and mixed use.

VERANDA BAY



Site Specific Policy

TEXT AMENDMENT TO COMP PLAN



Site Specific Policy Comp Plan Text Amendment(s)

Veranda Bay Site Specific Policy

- **Policy A.1.1.3.H**
Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”).

Summertown Site Specific Policy

- **Policy A.1.1.3.I**
Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms (“Development Plan”).

LIMITING POLICY

- In accordance with Senate Bill 180, the City discloses that the Developer proposes Voluntary restrictions, and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code.
- The city can then approve the rezoning based on its determination that this restricted use is in the public interest.



Demand on Infrastructure

VERANDA BAY



FUTURE LAND USE CITY OF FLAGLER BEACH

VERANDA BAY MARINA

Acres	POD	FLUM
153 acres +/-	A1	Low Density
23 acres +/-	B & C	Low Density
35 acres +/-	E & M	Commercial PUD
23.27 acres +/-	F	Low Density
TOTAL 234 Acres	Open Space 40%	

Demand on Potable Water / Capacity Analysis Veranda Bay

EXISTING POTABLE WATER DEMAND Flagler Beach, FL

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

- Existing potable water demand = population served * 125 GPCD
- City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD
- Existing Potable Water Demand = 7,438 persons * 125 GPCD
- Existing Potable Water Demand = **929,750 GPD**

PROPOSED POTABLE WATER DEMAND Veranda Bay

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

- Proposed potable water demand = population served * 125 GPCD
- Population = 377 units * 2.08 persons per unit = 784
- Proposed potable water demand = 784 persons * 125 GPCD
- Proposed potable water demand = **98,020 GPD**

TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Veranda Bay = City Proper

**Total Existing + Proposed
Potable Water Demand**

- Total projected potable water demand = total population served * 125GPCD
- Total Projected Potable Water Demand = 8,222 persons * 125 GPCD
- Total Projected Potable Water Demand = **1,027,770 GPD**

Non-Residential (Commercial) Potable Water Demand Veranda Bay

EXISTING COMMERCIAL POTABLE WATER DEMAND Flagler Beach

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

- Existing non-residential potable water demand = number of acres * 2000 GPD
- Existing wastewater demand = 243 acres * 2000 GPD
- Existing non-residential demand = 486,000 GPD

PROPOSED COMMERCIAL POTABLE WATER DEMAND Veranda Bay

The proposed non-residential potable water demand for Veranda Bay is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

- Non-residential water demand = 16,200 SQFT * .10 GPD/SQFT
- Proposed non-residential water demand = 1,620 GPD

TOTAL COMMERCIAL POTABLE WATER DEMAND Flagler Beach + Veranda Bay

The total non-residential potable water demand is
 $486,000 + 1,620 =$
487,620 GPD

As part of the site plan/plat review process, the developer coordinates with the City of Flagler Beach Engineering.

Demand on Potable Water / Capacity Analysis Summer Town

EXISTING POTABLE WATER DEMAND Flagler Beach

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

- Existing potable water demand = population served * 125 GPCD
- City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD
- Existing Potable Water Demand = 7,438 persons * 125 GPCD
- Existing Potable Water Demand = **929,750 GPD**

PROPOSED POTABLE WATER DEMAND Summer Town

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

- Proposed potable water demand = population served * 125 GPCD
- Population = 1,640 units * 2.08 persons per unit = 3,411
- Proposed potable water demand = 3,411 persons * 125 GPCD
- Proposed potable water demand = **426,400 GPD**

TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Summer Town

Total Existing + Proposed Potable Water Demand

- Total projected potable water demand = total population served * 125GPCD
- Total Projected Potable Water Demand = 10,849 persons * 125 GPCD
- Total Projected Potable Water Demand = **1,356,125 GPD**

Non-Residential (Commercial) Potable Water Demand Summer Town

EXISTING COMMERCIAL POTABLE WATER DEMAND Flagler Beach

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

- Existing non-residential potable water demand = number of acres * 2000 GPD
- Existing wastewater demand = 243 acres * 2000 GPD
- **Existing non-residential demand = 486,000 GPD**

PROPOSED COMMERCIAL POTABLE WATER DEMAND Summer Town

The proposed non-residential potable water demand for Summer Town is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

- The submittal back-up proposed non-residential water demand = 840,000 SQFT * .10 GPD/SQFT
- **Proposed non-residential water demand = 84,000 GPD**

TOTAL COMMERCIAL POTABLE WATER DEMAND Flagler Beach + Summer Town

The total non-residential potable water demand is
 $486,000 + 84,000 =$

570,000 GPD

As part of the site plan/plat review process, the developer will coordinate with the City of Flagler Beach Engineering Department.

Demand on Residential Wastewater Capacity Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP, which is being upgraded to treat 1.5 mg with expansion up to 2.0 mgd.

The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

Existing Wastewater Demand Flagler Beach

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = **886,848 GPD**

Proposed VB + Summer Town Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 1640 + 377 = 2,017 units * 248 GPD/unit =

Proposed wastewater demand = **500,216 GPD**

Total FB + Summer Town + VB Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 5593 units * 248 GPD/unit = 5,688

Proposed wastewater demand = **1,387,064 GPD**

FLUM Map and Text Amendment Veranda Bay

STAFF RECOMMENDATION

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach designations of Low Density Residential (LDR), and General Commercial (GC).

The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025).

Staff recommends the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and in compliance with SB 180, and to recommend to the City Commission to approve FLUM Map amendment from unincorporated Flagler County land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and to recommend to the City Commission to approve the limiting site policy text amendment, Policy A.1.1.3.H.



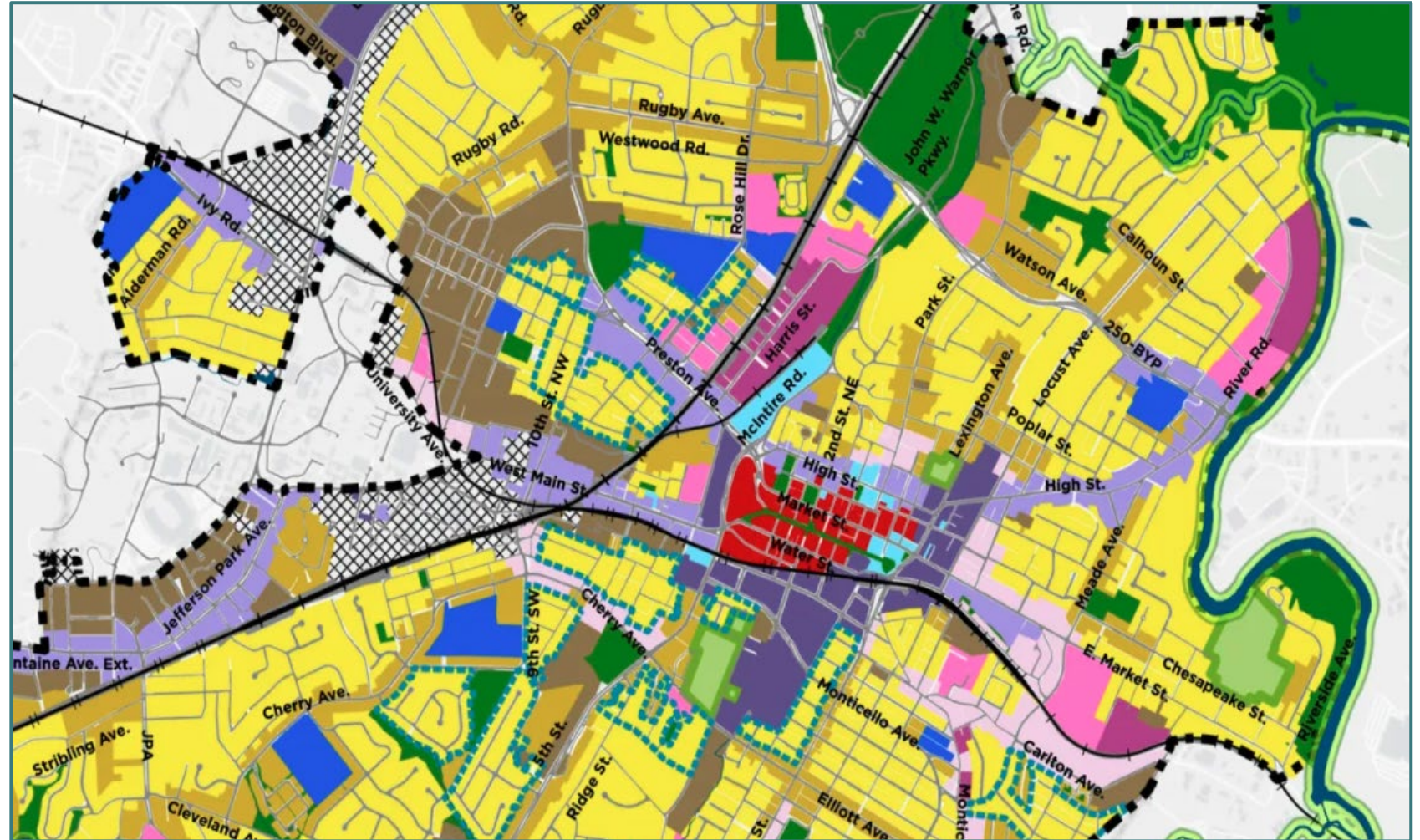
Master Planned Development Agreement

VERANDA BAY MARINA



What is the Master Development Agreement(MPDA) ?

The MPDA works as a zoning ordinance. It regulates the development of buildings, activities, and land uses.



WHY IS IT IMPORTANT?

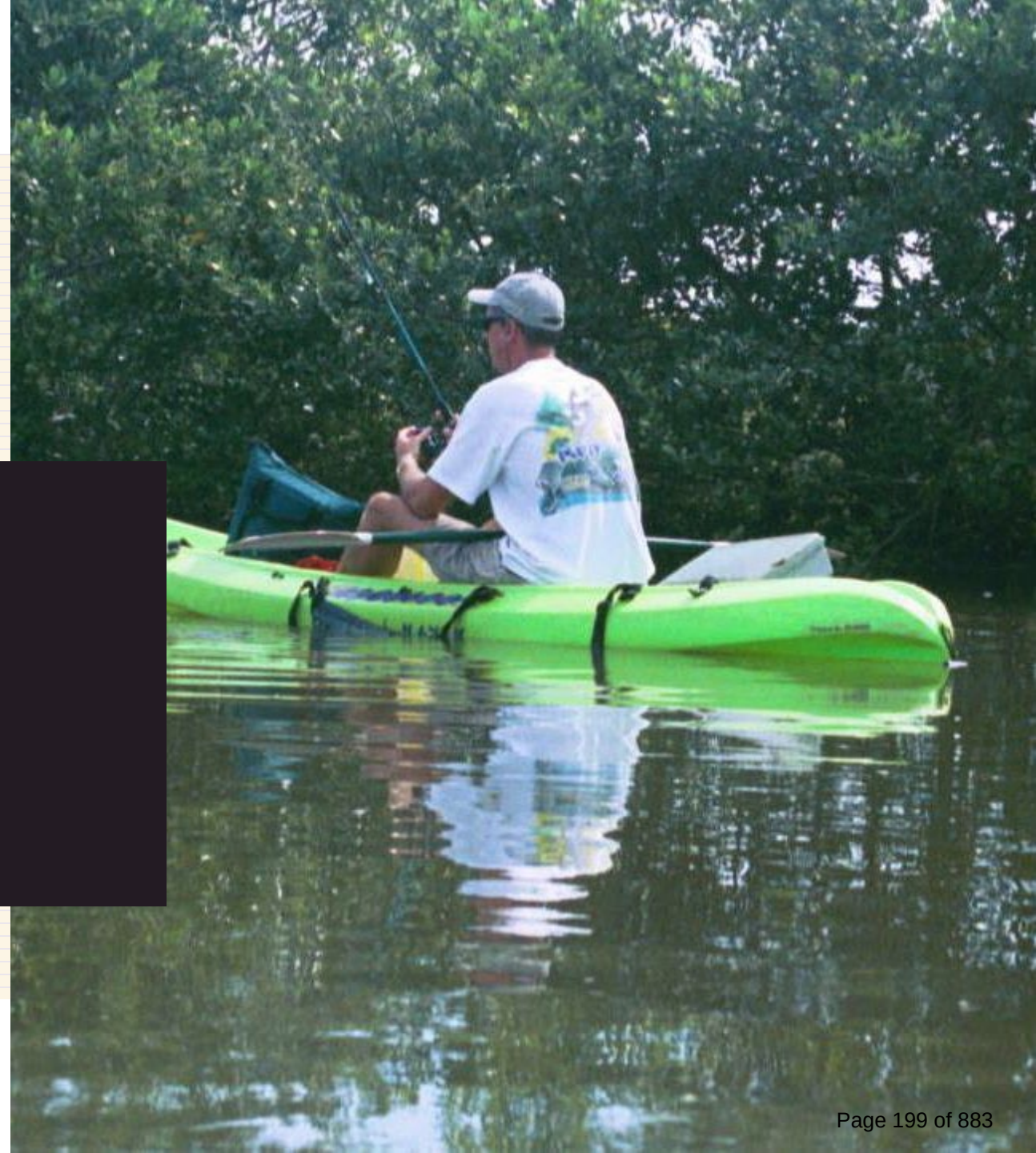
Zoning affects how the City looks and works, now and in the future.

Development regulations affect the quality of development.



SECTION 3

THE PROJECT AND MASTER PLAN



SECTION 3 - Master Planned Development Agreement Veranda Bay pgs 4 & 5 of 47

Mixed-Use Development 234 Acres

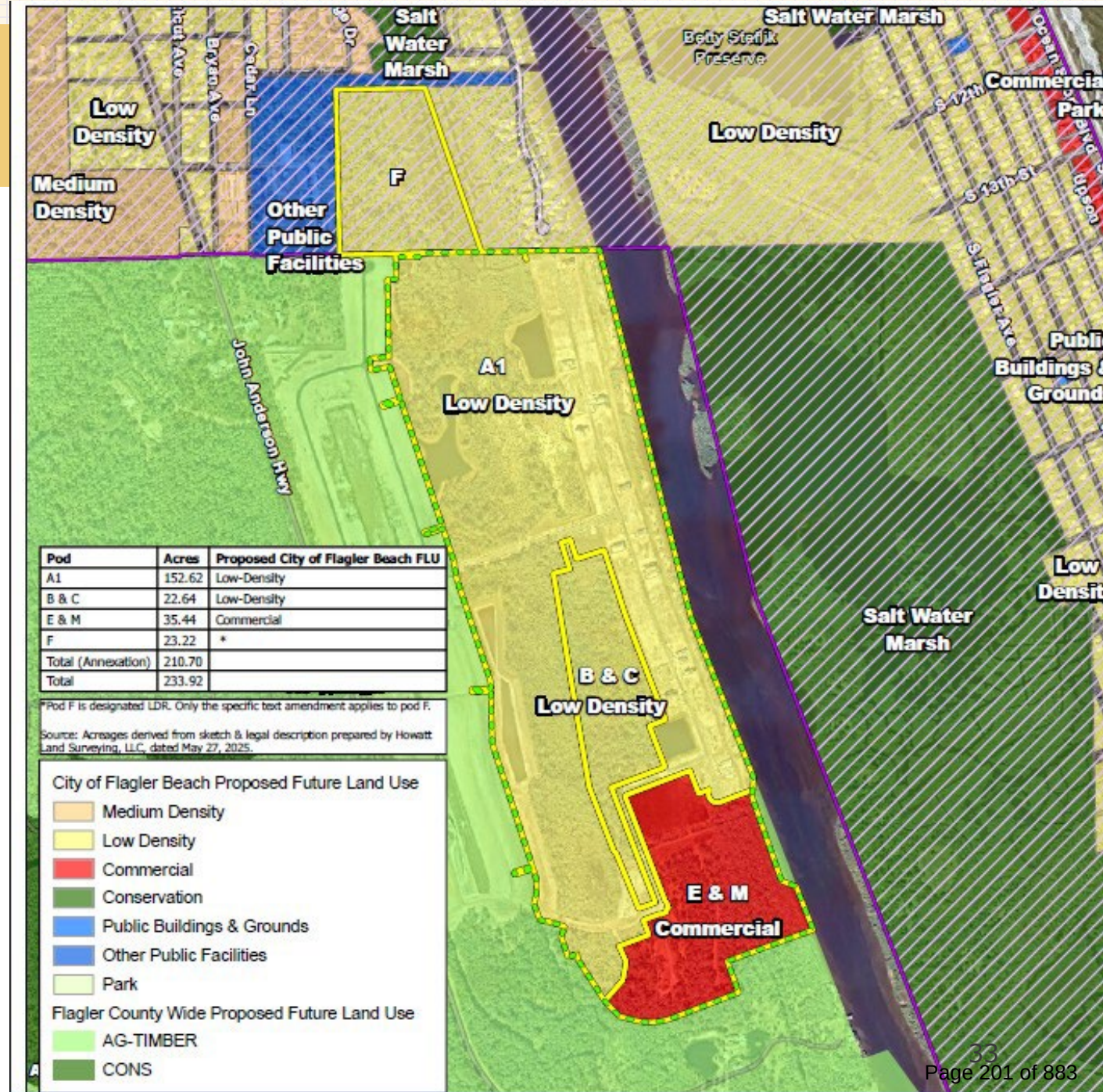
The Project

- (a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions for preserved lands.*
- **Veranda Bay Marina 377 DU**
 - 1.6 units per acre gross residential development. *See permitted uses/types*
 - 3 units an acre per pod
 - **Marina Village**
 - 16,200 SQFT Commercial. *See permitted uses and definitions.*
 - **Open Space**
 - Minimum of forty percent (40%) *See definitions.*

Section 3 – Map Future Land Use

See Exhibit D FLUM pods A1, B&C, E&M and F;

- Veranda Bay Marina 377 DU
 - 1.6 DU/acre gross residential development
 - 3 DU/acre per pod
- Marina Village (E & M)
 - 16,200 SQFT Commercial
- Open Space
 - Minimum forty percent (40%)



Mixed Use Adjacent to Intracoastal Waterway Marina



commercial or private marina



ship store



fueling station



restaurants



retail



commercial integrated w/residential

Section 4

MPD DEVELOPMENT REVIEW PROCESS



Section 4 – Master Plan and Development Review/Approval Process *pgs. 5 & 6 of 47*

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

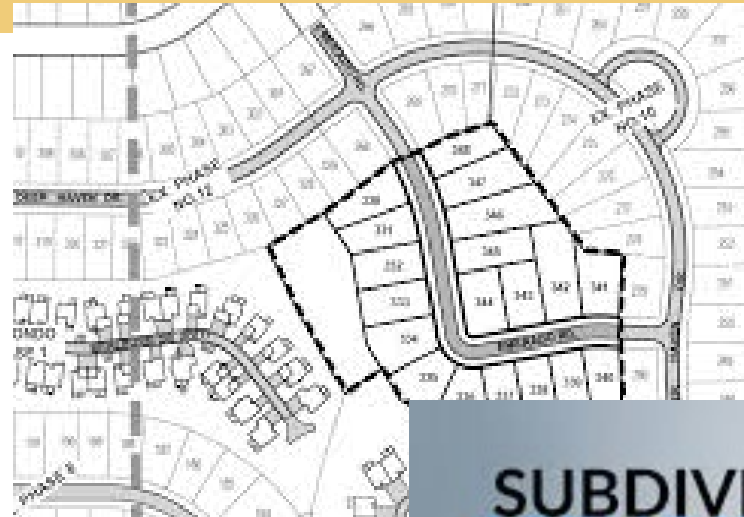
The MPD Master Plan aligns with the Comprehensive Plan, goals and policies.

Including the exception of PUD performance standards, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

This section also references the construction timing and phasing. (Phasing previously submitted to School Board.) - LM

Section also states in the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

What is a Subdivision Regulation?

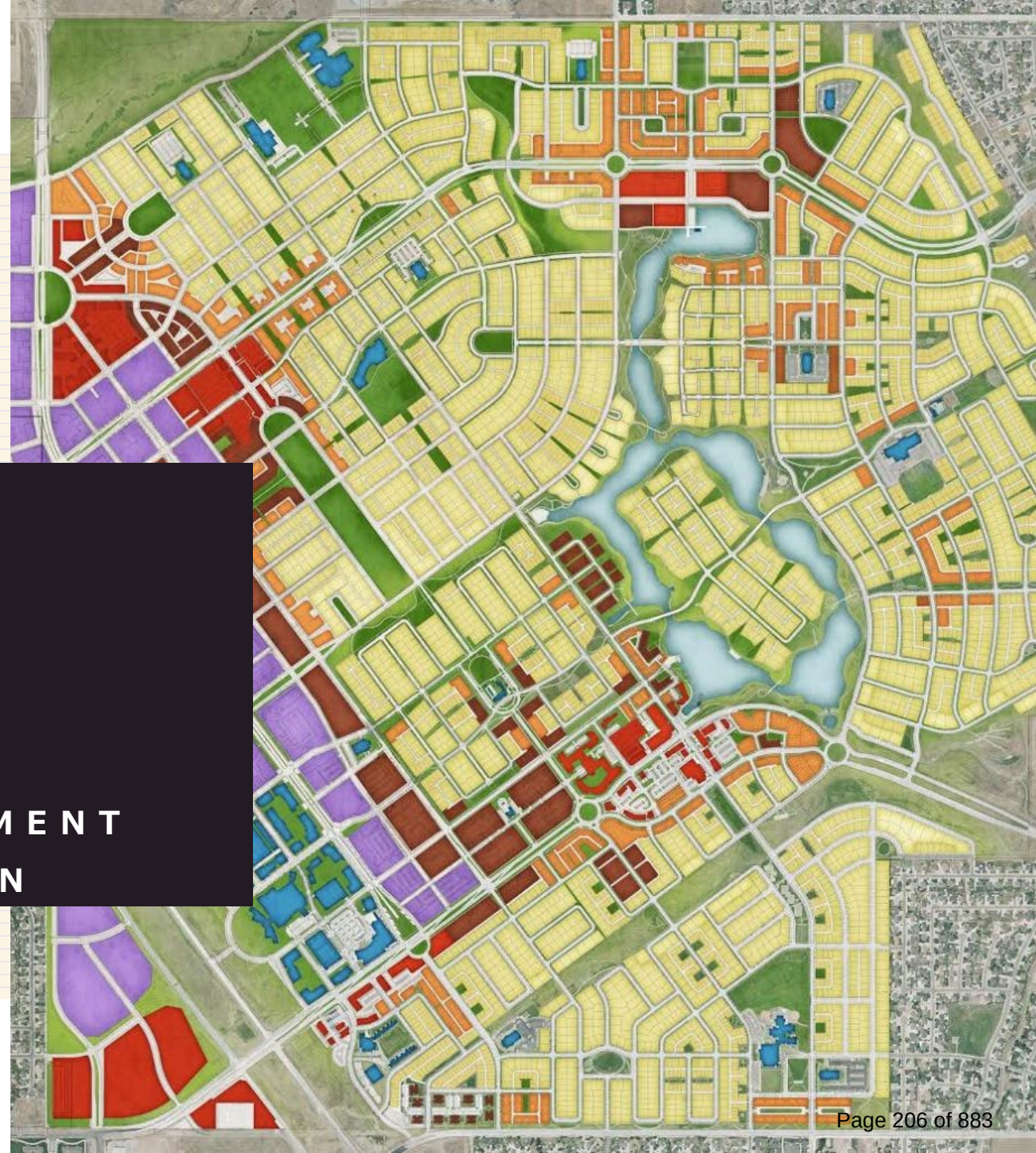


**SUBDIVISION
APPLICATIONS**



Section 5

MODIFICATIONS TO DEVELOPMENT
AGREEMENT AND MASTER PLAN



MINOR MODIFICATIONS

- *Minor modifications* – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).
- *Minor modifications* do not include (1) modifications to the maximum building height (35') nor (2) changes to the maximum permitted residential units.

Section 6

PERMITTED USES



Section 6 - PERMITTED USES pgs. 6 - 9

RESIDENTIAL USES

- Single Family
- Townhome/Duplex
- Multi-Family
- Condominium

COMMERCIAL

- Commercial or Private Marina
- Ship Store
- Fueling Station
- Personal and Professional Services
- Retail
- Restaurants
- Farmers Markets
- Mooring Docks
- Water Taxi
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium

OPEN SPACE 40%

- Preserved Lands
- Passive Recreation
- Conservation area
- Marina Basin
- Buffers and wetlands
- Pre-Annex Agreement
Open Space shall allow under brushing and passive recreation including non-habitable structures.

Section 7

VEHICULAR/NON-VEHICULAR,
INTERCONNECTIVITY & PEDESTRIAN
ACCESS

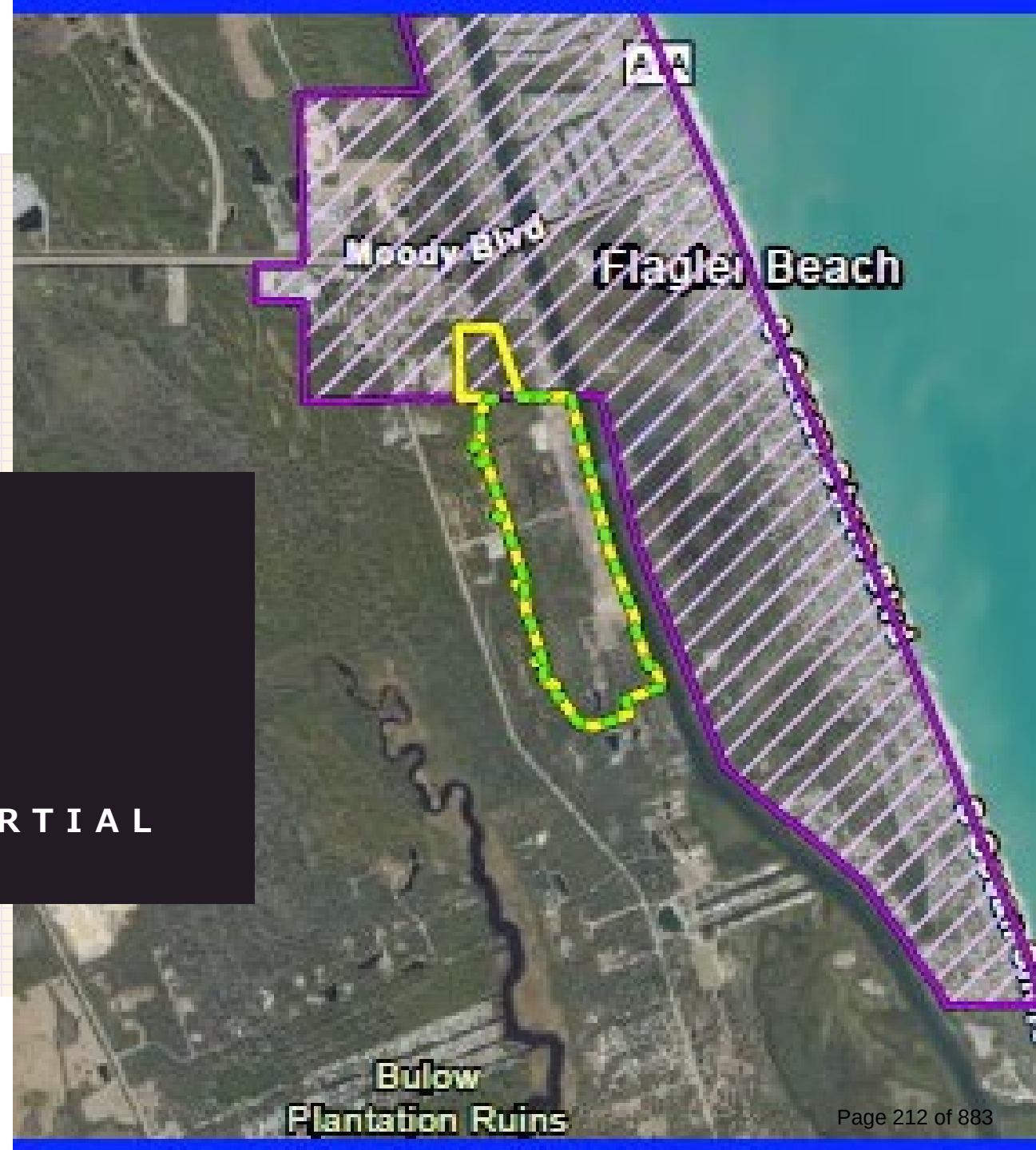


Section 7 – Vehicular/Non-Vehicular, Interconnectivity & Pedestrian Access pg. 9

- **Veranda Bay integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent rights-of-way.**
- **All uses have access to roadways or shared driveways.**
- **The City shall be granted access at all times to the private roadway to ensure safety and compliance.**
- **Declarant to coordinate with Flagler County School District for school bus stop location.**

Section 8

LAND DEVELOPMENT CODE PARTIAL
NON-APPLICABILITY



Section 8 – Land Development Code Partial Non-Applicability pg 9

- Master Planned Development (MPDA) & Master Plan - conflict between terms of Development Agreement and Master Plan, provisions of Development Agreement shall prevail.
- In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.
- Excluding performance standards prescribed for MPD Districts, the Veranda Bay Marina Master Planned District (MPD) zoning uses and development are codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper shall be applied.
- Subsequent changes are at the declarant's discretion, except for declared natural disaster impacting structures 50% or more. *Voluntarily per declarant in accordance w/FDFM technical standards.*

Section 9

FACILITY COMMITMENTS VERANDA
BAY



Section 9 Facility Commitments *pg. 10*

(a) The city is not responsible for construction or creation of public facilities, nor to facilitate the development within the project.

The city warrants it has and shall maintain potable water and wastewater capacity for the Project.

The Declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.

Section 9 - Facility Commitments – pg. 10

(b) Public & Private Improvements

- **i. Private Improvements**

- a. Parking areas
- b. Utilities
- c. Master stormwater system
- d. Sidewalks
- e. Lighting
- f. Recreational facilities
- g. Perimeter buffer
- h. Landscaping
- i. Trails /Hubs

- ii. **Legitimate City interest and conditions imposed**

- The City has shown nexus between legitimate City interest, and the conditions imposed herein.
- Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature, and to the extent of impacts from proposed project.

Section 9 – Facility Commitments *Disclosure*

The declarant acknowledges impact fees are in effect (pg. 10 Line 22).

The City discloses the that Veranda Bay and Summertown are taken into consideration in the current Mobility Plan Assessment to implement quality of service programs.

Additionally, the City discloses a Parking Plan Assessment, RFQ/RFP forthcoming as part of the City's assessment goals; and discloses the City has yet to assess/study impacts and subsequently what impacts if any accordingly for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, including SB 180 and declarant agrees he has not suffered any damages under that statute.

Section 9 Facility Commitments *pg. 11*

(c) Sidewalks and Pedestrian Paths

- Internal, integrated system of sidewalks.
- Pedestrian maintain access to all uses, as reasonable and practical.
- Homeowners responsible for community 5' sidewalks.
- Declarant to provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater System:

- Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.
- Subject to final permitting including but not limited to City's site plan/plat approval.

Section 9 – Facility Commitments *pg. 12*

(e) Parks and Recreation

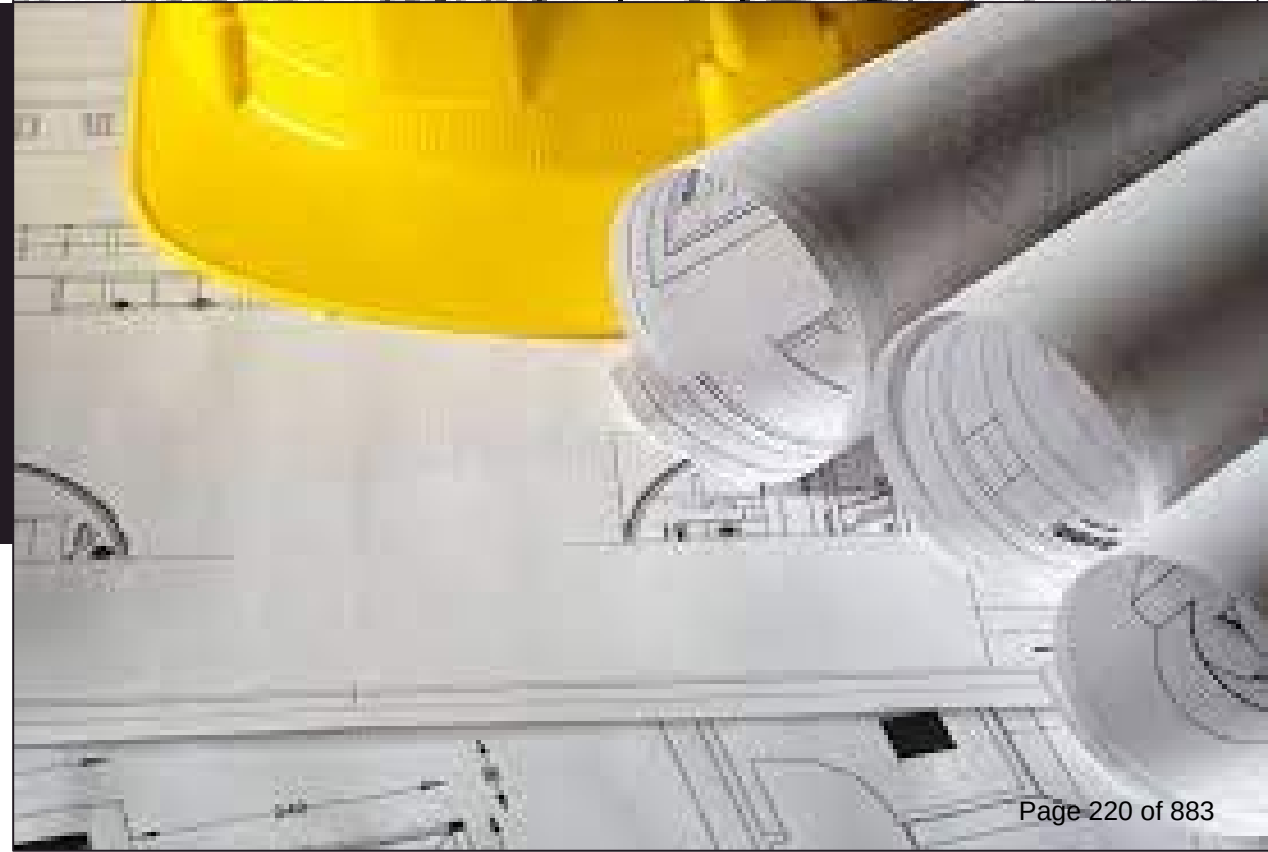
- 1100 acres
- Boating ramp
- Active and passive recreation
- Declarant shall dedicate or cause to be conveyed to City a two (2) acre park/recreational facility with direct access west side of John Anderson Highway
- Passive trail and recreation
- Coordinate with Flagler County to link Blue Way Trails.
- Entertainment Venues
- Satisfies the City's **Park and Recreation LOS.**

(f) Community Development District

- City acknowledges that Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County.
- The City agrees it shall accept and acknowledge powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. **DREW pg. 12 lines 10-17.**

Section 10

DEVELOPMENT STANDARDS



Pg. 12 Development Standards pg. 13

(a) Parking

- Parking requirements for shall be consistent with LDR, unless provided elsewhere in MPD Agreement.
- Declarant may have shared parking facilities serving more than one use Tract

(b) Open Space

- Minimum open space shall be forty percent (40%) in its entirety.
- Minimum of 42 acres (17% of the Project) dedicated as conservation.

(c) Water/Wastewater

Developer shall convey all on site water, wastewater and reuse improvements being served by the City to the City, per Utility Agreement. The City shall not charge fees to a community development district for use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Project.

(d) Transportation

- Developer shall be obligated to comply with FDOT requirements for impacts to SR100.
- Impacts to John Anderson Highway, the Developer shall construct improvements as provided in Transportation Study and depicted on the MPD Master Plan.
- Developer shall be obligated for all costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study.

(e) Drainage

- Developer shall construct and maintain stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR.
- Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.
- Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD.

(f) Landscaping, Tree Protection

- After sufficient stormwater or reclaimed water capacity becomes available no potable water shall be used for irrigation.
- Landscaping to comply with Landscaping Standards & Guidelines provided in Exhibit D, as prescribed in Development Agreement.
- Compliant w/SB180 because Developer is voluntarily imposing conditions and design guidelines and voluntarily imposing performance standards.



(f) Landscaping, Tree Protection
continued

- General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped. Native plant materials may be used when possible.
- Future residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation.

(f) Landscaping, Tree Protection

- During the platting process of individual tracts, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City’s LDR (excluding pine and palm trees) with diameters of thirty inches (30”) or greater.
- Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties.

(f) Landscaping, Tree Protection

- Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties.
- The Developer shall provide the City a tree survey depicting location of viable specimen trees within the tract being platted as defined by the City’s LDR (excluding pine and palm trees) with diameters of thirty inches (30”) or greater.
- All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

Development Standards *Pg. 17*

(g) John Anderson Buffer

- Recording of an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width along the eastern side of the right of way.

(h) Lighting

- Lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties.

(i) Fire Protection

- A three (3) acre parcel of land donated to Flagler County for a fire station to serve the Project and the residents along John Anderson Highway.
- The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

Development Standards *Pg. 17*

(j) Utilities

- **Developer responsible for any costs associated with extension of City utilities to the Property required to serve this Project.**

(k) Interconnectivity

- **Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.**
- **The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.**

(l) Wetland Protection

- **All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code.**
- **Wetland delineations shall be conducted by a qualified Florida environmental professional**
- **The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.**

Development Standards *Pg. 22 & 23*

(m) Signage

- Signs shall comply with the LDR, unless otherwise provided herein.
- Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.
- Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.
- Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

(n) Temporary Facilities

- Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.
- Model homes shall not be deemed commercial activities.
- The City shall permit the construction of Model Homes during the development of phase and/or tract.

(o) Rental Program

- All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.
- Short-term vacation rentals shall be prohibited.

Development Standards Pg. 24

(p) Marina

- The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and .Federal agencies.
- The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

(p) Marina

- The Marina may, at Declarant’s sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.
- Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

(q) Age Restriction

- Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Development Standards Pg. 24

(r) Accessory Uses

- Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

r) Accessory Uses

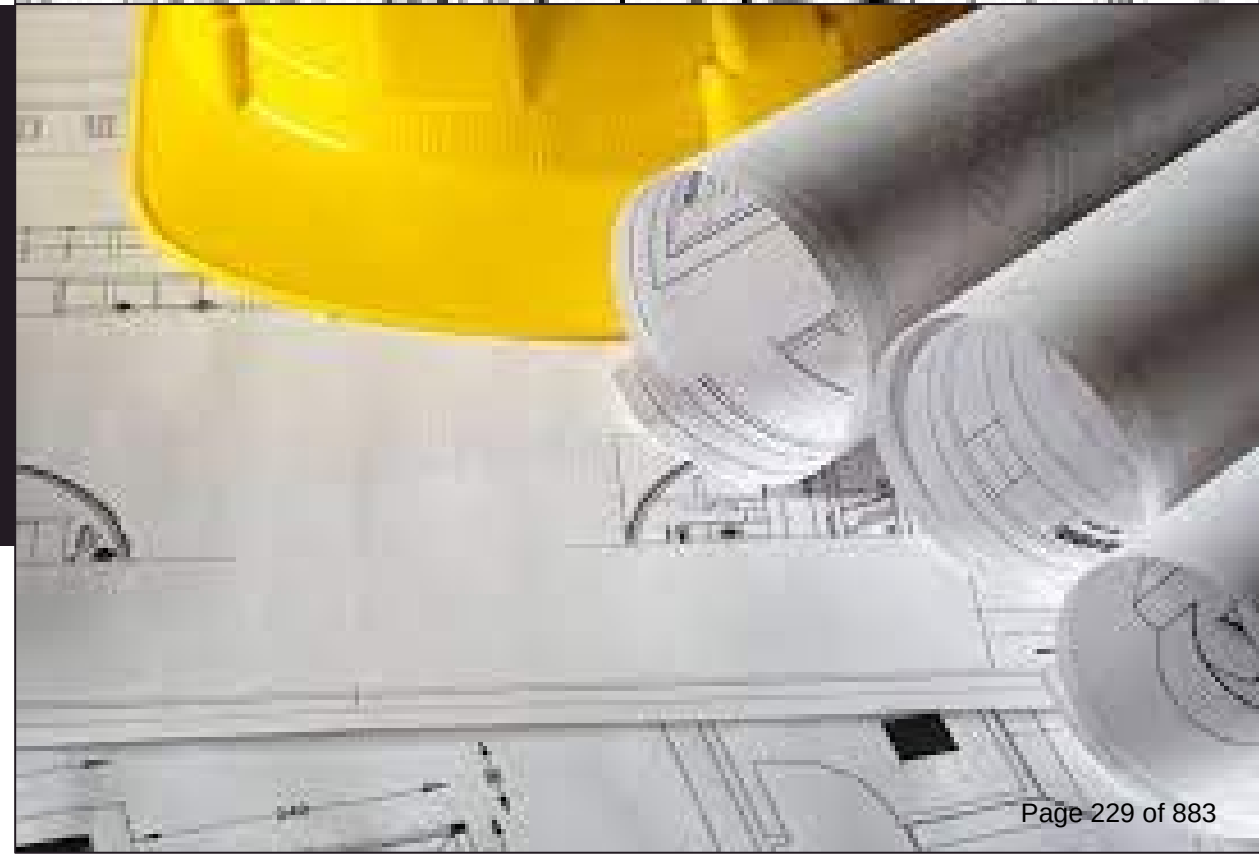
- Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

(r) Accessory Uses

- Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

Section 11

PHASING OF DEVELOPMENT



Section 11 Phasing of Development Pg. 25

(a) Multiple Phases

- The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.
- Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.
- All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

(b) Roadways

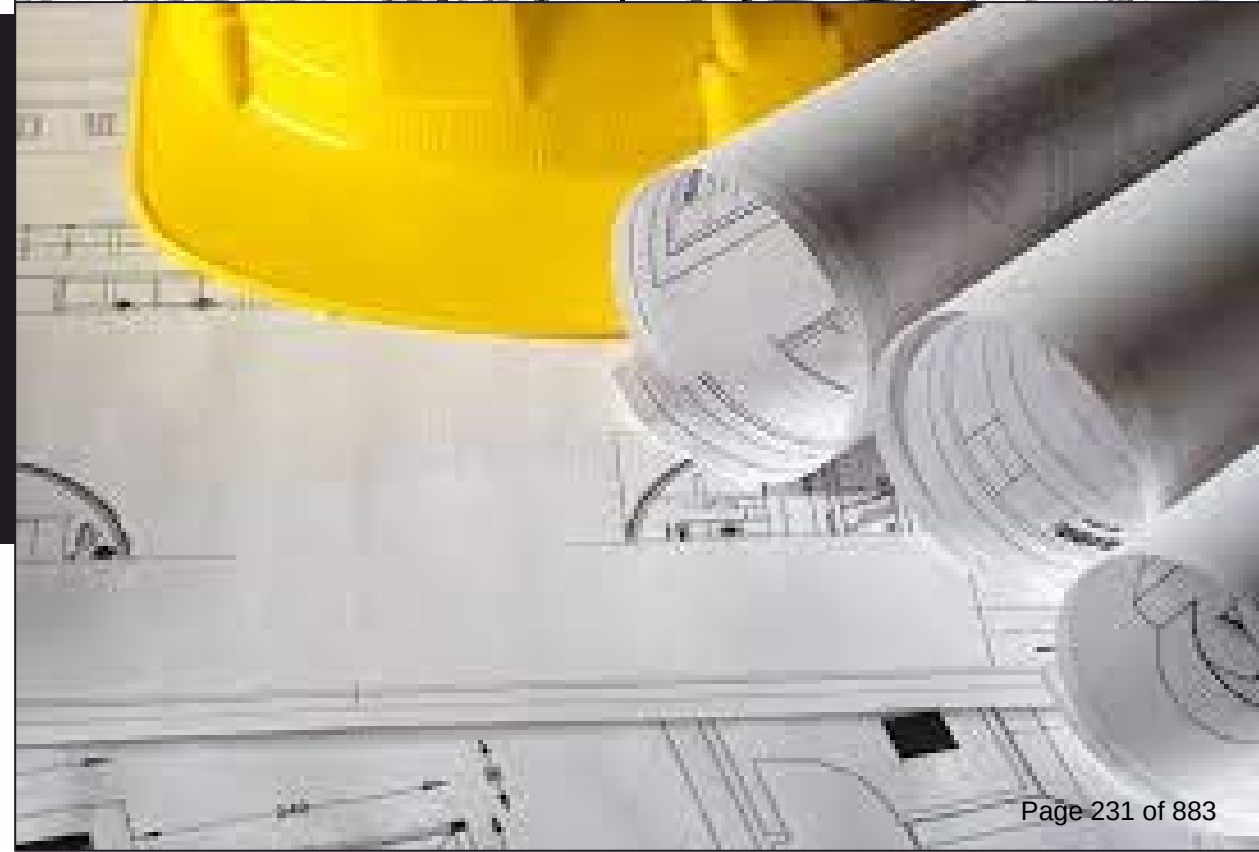
- Roadways shall be constructed concurrently with development of adjacent lots.
- Contiguous roadways will be available at all times prior to the issuance of building permits for that phase
- Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

(c) Clearing/Grading

- The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

Section 12

LOT AND BUILDING STANDARDS



Section 12 Lot and Building Standards *pg. 26*

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings*	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height**	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

Section 12 Lot and Building Standards *pg. 27*

Commercial or Mixed-Use w/Residential Above

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

Architectural Standards

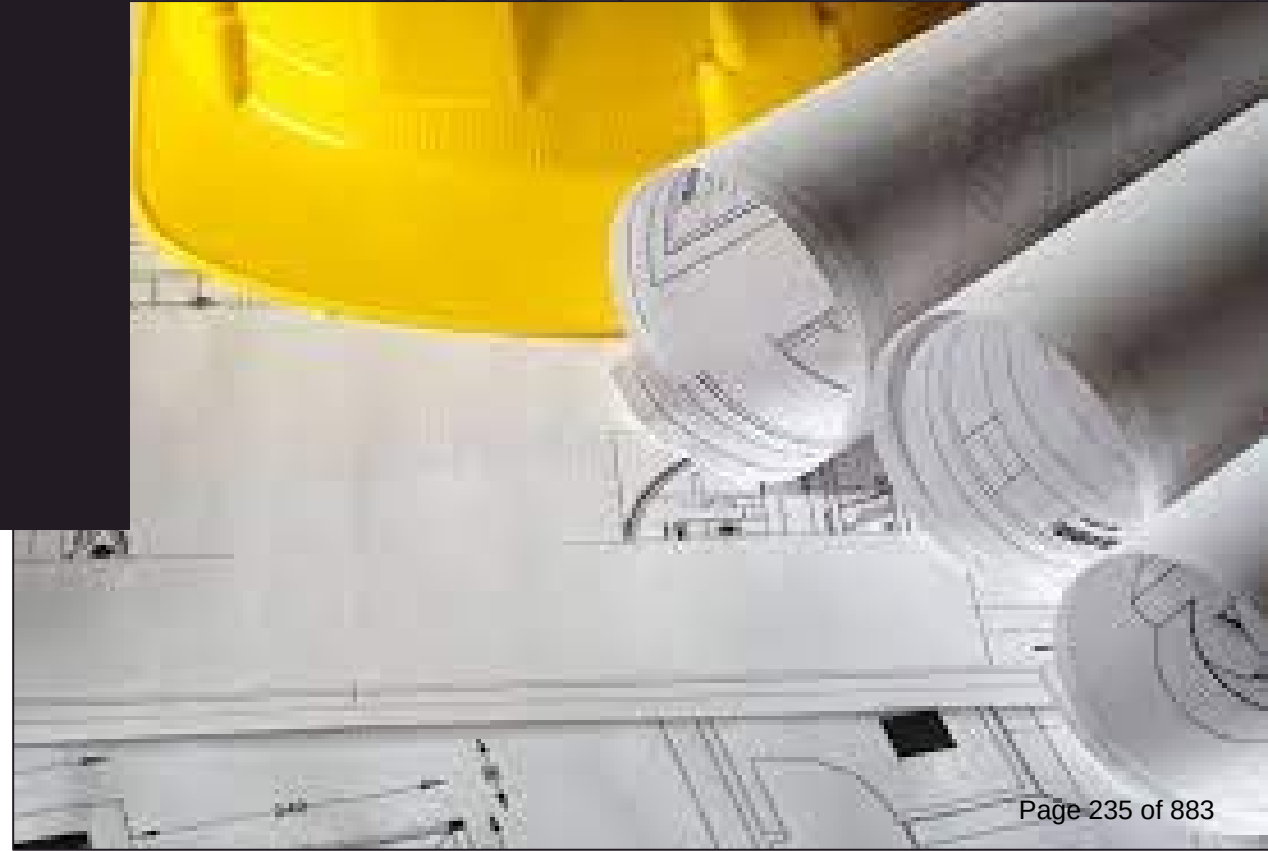
- **(c) All architectural standards and requirements shall be determined, approved, and enforced by the Declarant.**

Commercial Design Guidelines

- **Developer voluntarily electing to impose The City's existing Commercial Architectural Design Standards that are governed by the City's LDR, Section 2.04.02.**

Section 13

PERMITS/APPROVALS



Section 13 Permits Approvals and Sequencing *pg.28*

- The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

- All required City, County, State, or Federal permits shall be obtained prior to commencement of construction.

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Section 13 Permits Approvals and Sequencing *pg.28*

- **The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.**

- **Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.**

Section 14

DEVELOPMENT FEES



Section 14 Development Fees *pg.28*

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

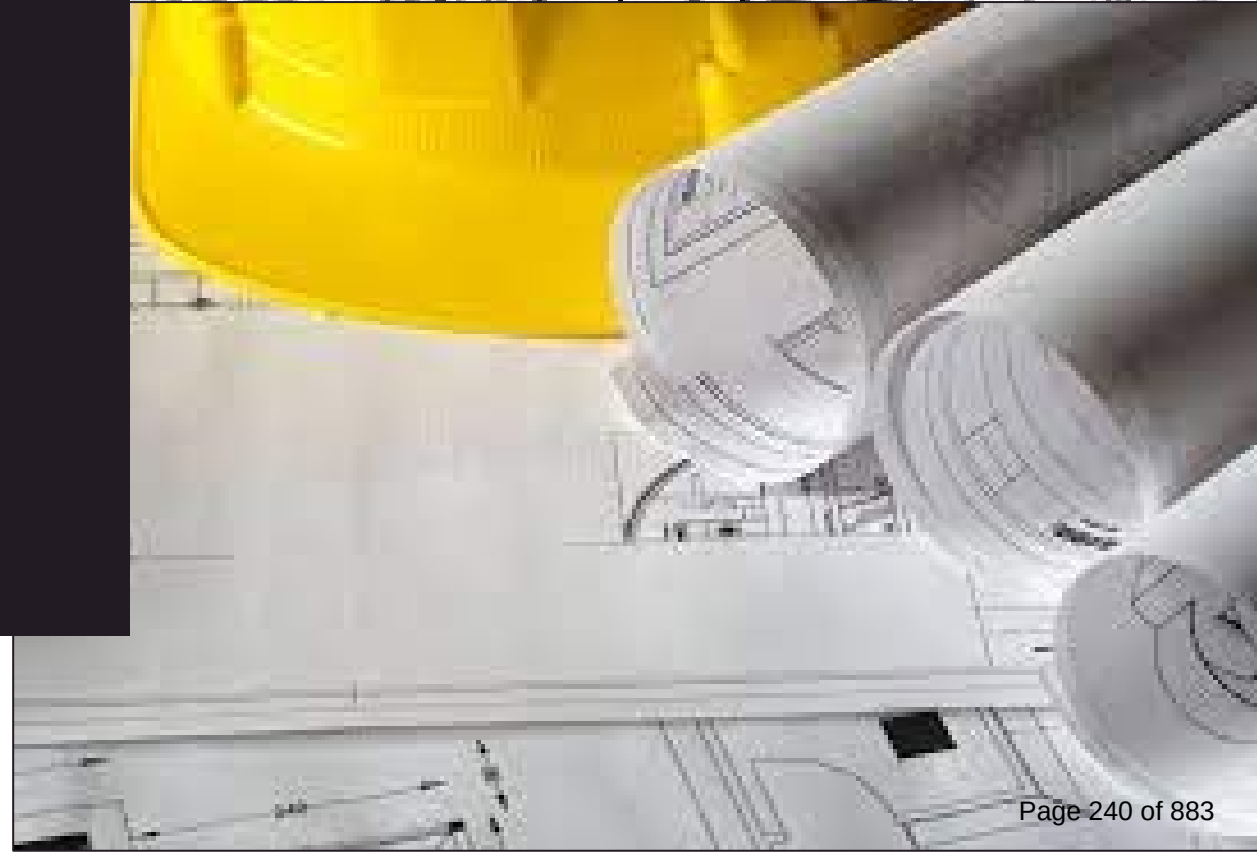
The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips.

****City disclaimer***

Section 15

COMMON AREAS MAINTENANCE



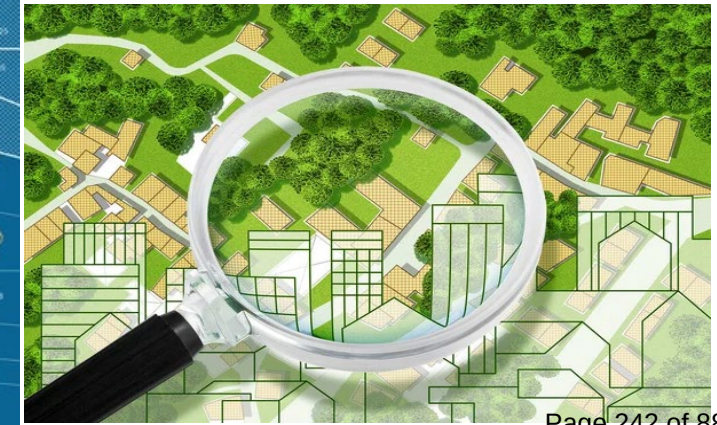
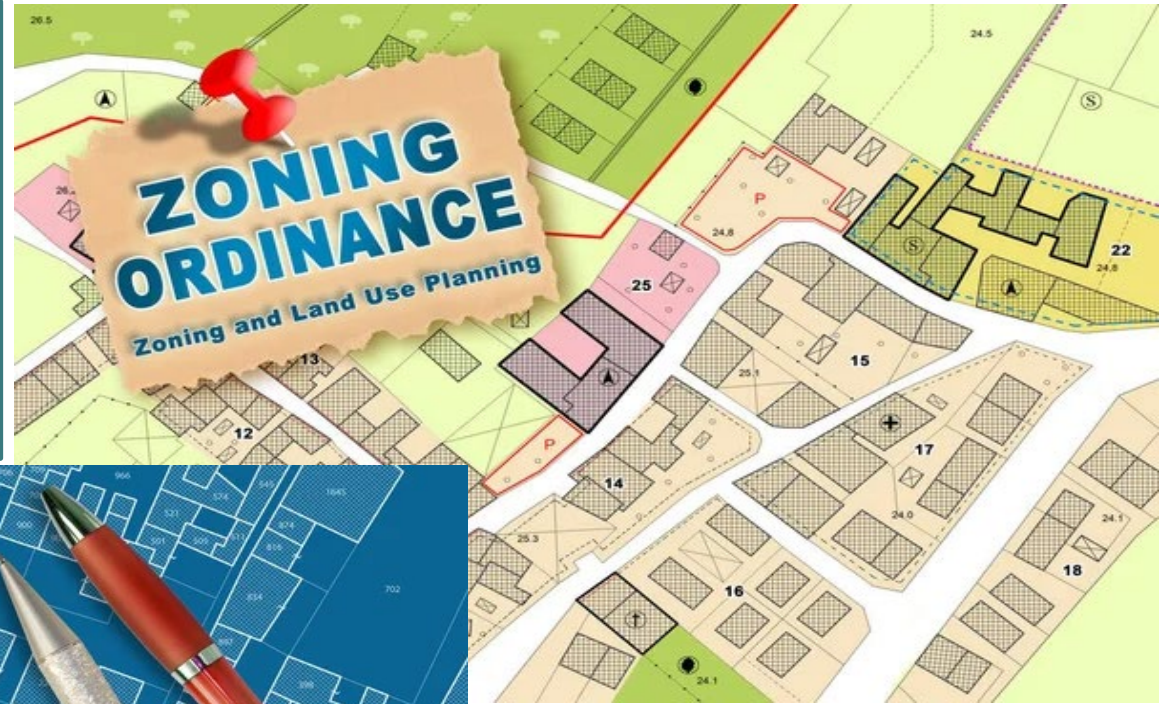
Section 15 Long-term Maintenance and Control of Common Areas

The Declarant shall dedicate maintenance and control of such areas to:

- (i) the existing community development district,**
- (ii) a property owners association or**
- (iii) other entity accepted by the LUA.**

Site Plan and Development Standards

Land subdivision is the first step in the process of community development; these standards address quality of development.



Agenda

-



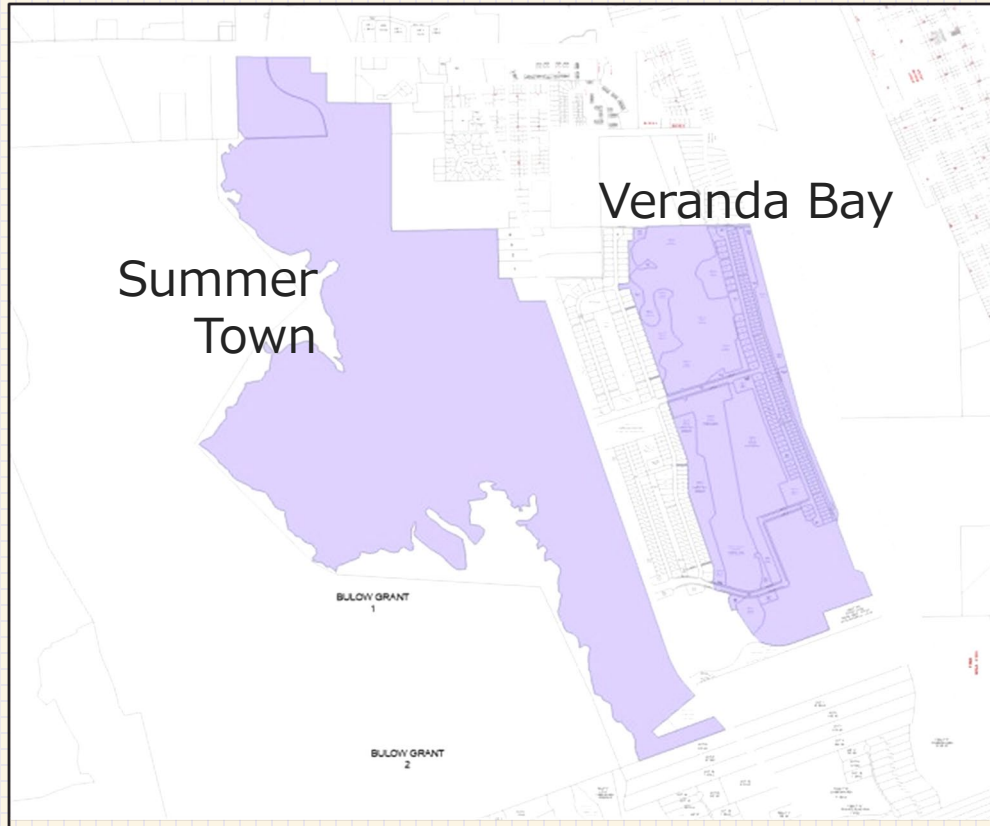
Voluntary Annexation

SUMMERTOWN



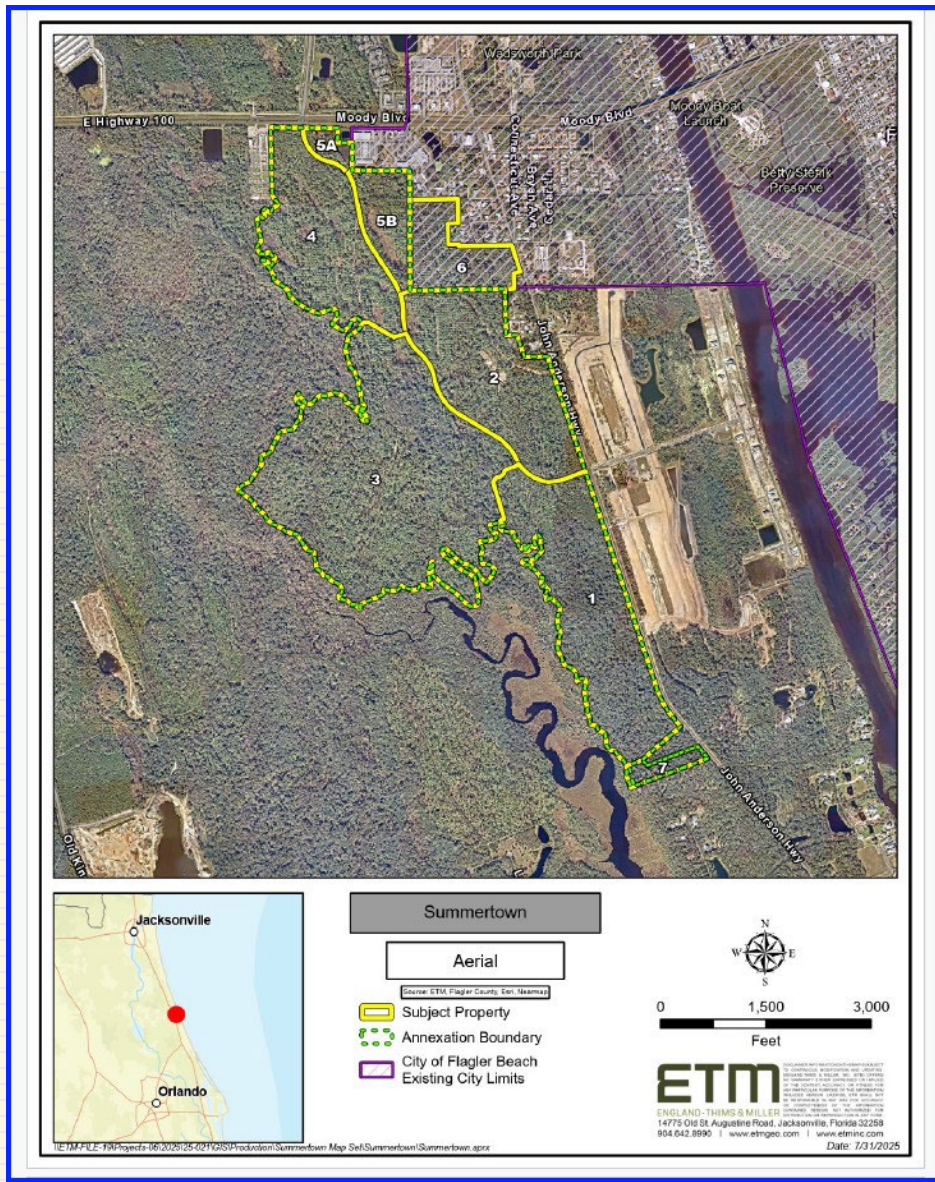
Voluntary Annexation into City of Flagler Beach, FL

Summertown Annexation +/- 514 acres



Location of Summertown

- The property is in unincorporated Flagler County, west of John Anderson Highway.
- Access to Summertown is from SR100/Moody Boulevard, the proposed internal loop road at the intersection with SR100 and Colbert Lane, through the Project to John Anderson Highway.



Summertown Voluntary Annexation 545+/- acres

The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

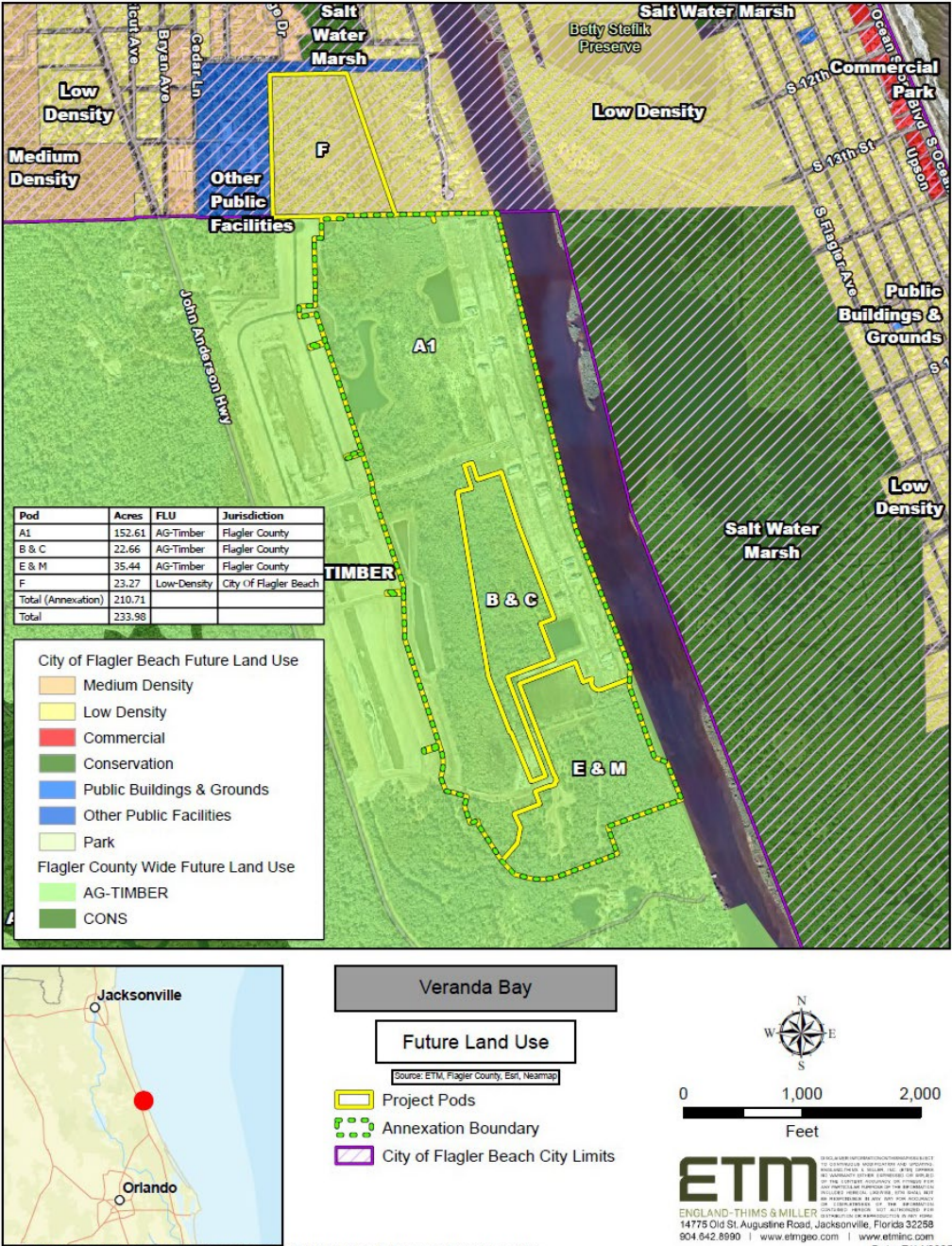
The property to be annexed is reasonably compact and contiguous to the boundaries of the City's existing boundary.



Source: ETM Map 2025

Large Scale Future Land Use Amendment

SUMMERTOWN

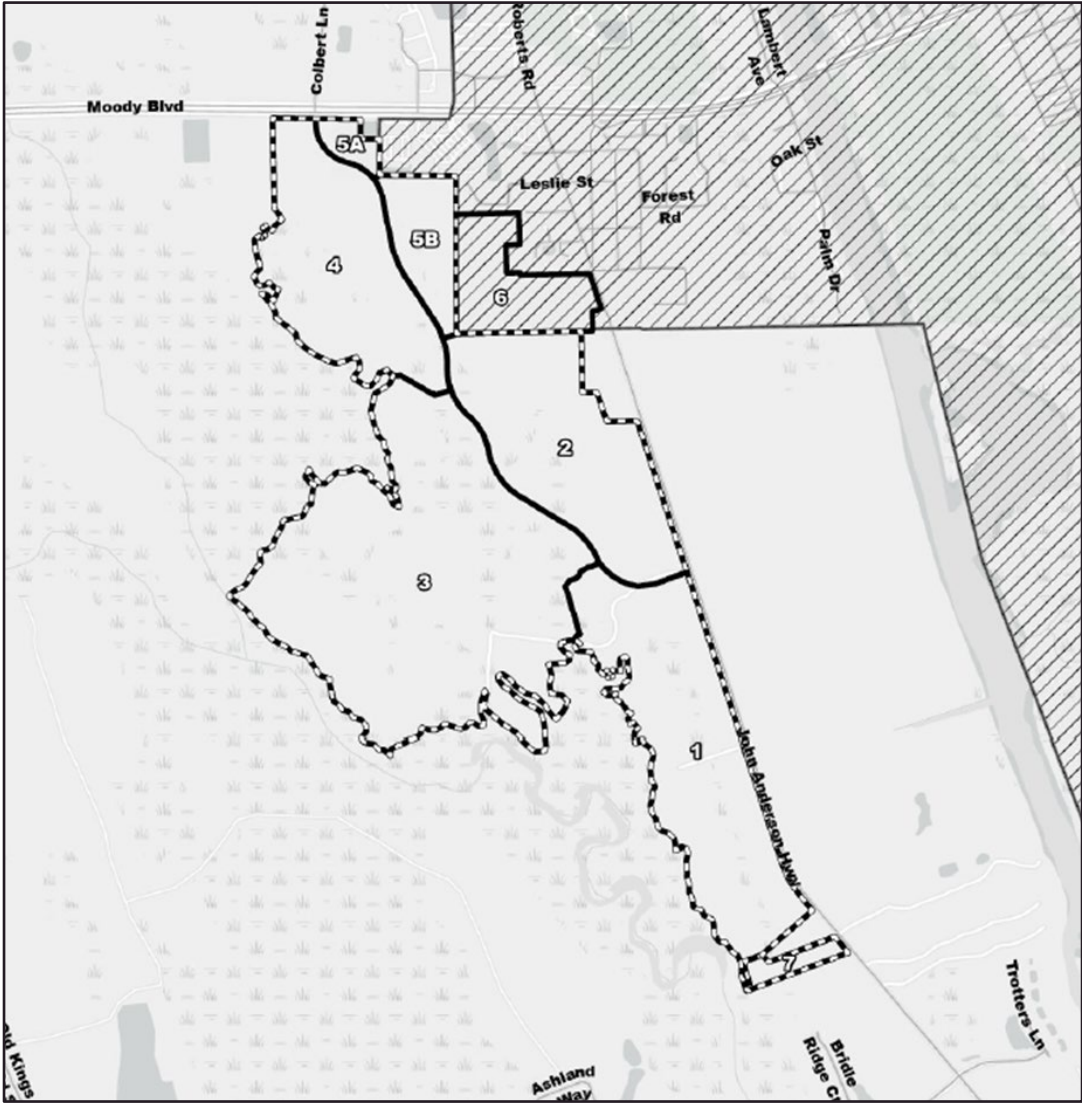


\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Como Plan1.aorx

SUMMERTOWN

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space-	>40%

Future Land Use Map Summertown



Source: ETM Map 2025

SUMMERTOWN		
Acres	TRACT 1	FLUM
106 acres +/-	1	Low Density
86 acres +/-	2	Low Density
206 acres +/-	3	Low Density
80 acres +/-	4	Commercial PUD
6 acres +/-	5A	Commercial
23 acres +/-	5B	Commercial
31 acres +/-	6	Medium Density
6 acres +/-	7	Low Density
TOTAL 545 +/- Acres		

Site Specific Policy

TEXT AMENDMENT TO COMP PLAN



Site Specific Policy Comp Plan Text Amendment(s)

Veranda Bay Site Specific Policy

- **Policy A.1.1.3.H**
Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”).

Summertown Site Specific Policy

- **Policy A.1.1.3.I**
Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms (“Development Plan”).

LIMITING POLICY

- In accordance with Senate Bill 180, the City discloses that the Developer proposes Voluntary restrictions, and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code.
- The city can then approve the rezoning based on its determination that this restricted use is in the public interest.

Summertown Work, Shop, and Play



commercial



retail



SFR, townhome, condominiums



mixed-use



hotel



commercial integrated w/residential

FLUM Map and Text Amendment Summertown

STAFF RECOMMENDATION

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 545 acres of Flagler County land use designations to the City of Flagler Beach designations of Low Density Residential (LDR), and General Commercial (GC).

The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 1,640 units, a maximum of 840,000 square feet of nonresidential uses, and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025).

Staff recommends the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and in compliance with SB 180, and to recommend to the City Commission to approve FLUM Map amendment from unincorporated Flagler County land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and to recommend to the City Commission to approve the limiting site policy text amendment, Policy A.1.1.3.I.



Master Planned Development Agreement

SUMMERTOWN



SECTION 3 - Master Planned Development Agreement Summertown *pgs 4 & 5 of 47*

Mixed-Use Development 545 Acres

The Project

- (a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions for preserved lands.*
- **Summertown 1,640 units**
 - 1.6 units per acre gross residential development. *See permitted uses/types*
 - 3 units an acre per pod
 - **Town Center/Commercial**
 - 840,000 SQFT Commercial. *See permitted uses and definitions.*
 - **Open Space**
 - Minimum of forty percent (40%) *See definitions.*

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00357F

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 Public Hearing

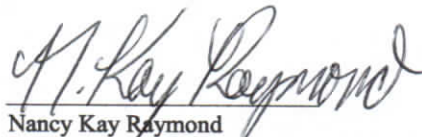
in the matter of Ordinance 2025-21

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

issues of 10/30/2025

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.

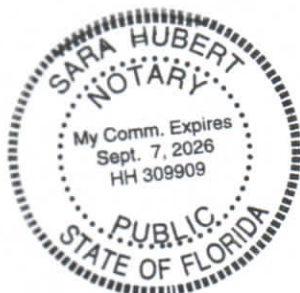

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,
30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-21 Entitled: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

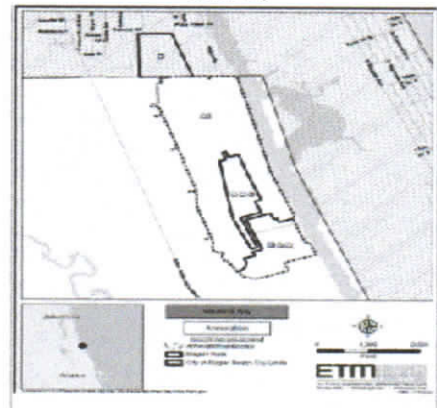
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Oct. 30

25-00357F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Drew Smith, City Attorney
Meeting Date: November 13, 2025
Item Name: Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The Applicant desires to annex approximately 514+/- acres into the City of Flagler Beach, recognizing that the annexed property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-22 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch. 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

Attachments:

1. Staff Report_Summer Town_Pre-Annexation_Final10022025
2. Update 10062025 Item 7b Staff Report PAN 25-002 Ordinance 2025-22 Voluntary Annexation Veranda Bay10022025 (2)
3. Ordinance Annexation ST_FINAL DRAFT (1)
4. Summertown Pre-annexation agreement 10.1.25 FINAL DRAFT
5. ST_Application for Annexation for submittal
6. BIS 2025-22 ST
7. 25-00358F Affidavit



To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Summer Town | Ordinance 2025-22

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- **Future land use and zoning:** A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- **Provision of urban services:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- **Financial obligations:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- **Development standards:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions: The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants: The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

- (2) Future Land Use Map Amendment(s);
- (2) Site Specific Policy Text Amendment(s), and
- (2) Master Planned Development Agreements(s); and
- (6) Developer's Application(s), Agreements, Maps, and Exhibits.



Staff Finding:

Applicant: Michael D. Chiumento, Esq.

Site Location: West side of John Anderson Highway & South of SR 100

Total Acreage: 515 +/- acres

Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA.*

Demand on Potable Water / Capacity Analysis Summer Town									
EXISTING POTABLE WATER DEMAND Flagler Beach			PROPOSED POTABLE WATER DEMAND Summer Town			TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Summer Town			
The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).			The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).			Total Existing + Proposed Potable Water Demand			
- Existing potable water demand = population served * 125 GPCD - City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD - Existing Potable Water Demand = 7,438 persons * 125 GPCD - Existing Potable Water Demand = 929,750 GPD			- Proposed potable water demand = population served * 125 GPCD - Population = 2,735 1,640 units * 2.08 persons per unit = 3,411 - Proposed potable water demand = 3,411 persons * 125 GPCD - Proposed potable water demand = 426,400 GPD			- Total projected potable water demand = total population served * 125GPCD - Total Projected Potable Water Demand = 10,849 persons * 125 GPCD - Total Projected Potable Water Demand = 1,356,125 GPD			

3

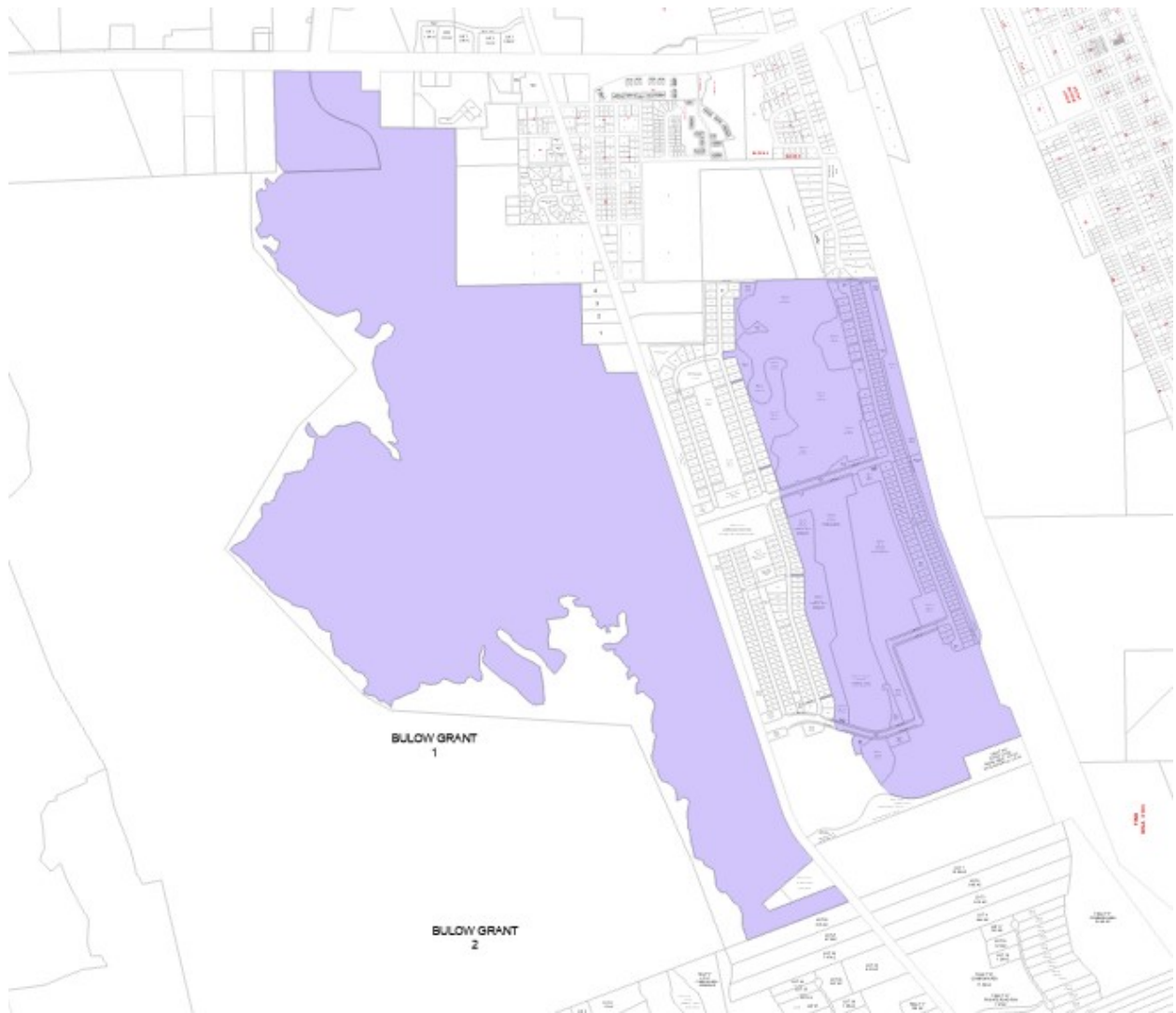
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation

The Pre-Annexation Agreement and Annexation Ordinance 2025-22 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-22 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

3



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown



City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoflaglerbeach.com

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001 Ordinance ~~2025-21~~ 2025-22
Date: October 1, 2025

Applicant: Michael Chiumento, Esq

Site Location: West of John Anderson Highway; South of SR 100

Total Acres: +/- 514 Acres

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 514 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the west side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City represents facilities shall be in place and available to serve new development by the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent.

The City of Flagler Beach currently provides water, wastewater; and through mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler County.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the +/- 514 Acres subject property be included within the corporate area and City limits of Flagler Beach.

ORDINANCE 2025-22
ANNEXATION OF SUMMERTOWN – APPLICATION NO. PAN25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit “A” and depicted in Exhibit “B”, and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City’s staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit “A” and depicted in Exhibit “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”.

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B” attached hereto (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____ day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this ____ day
of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF

1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41

DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

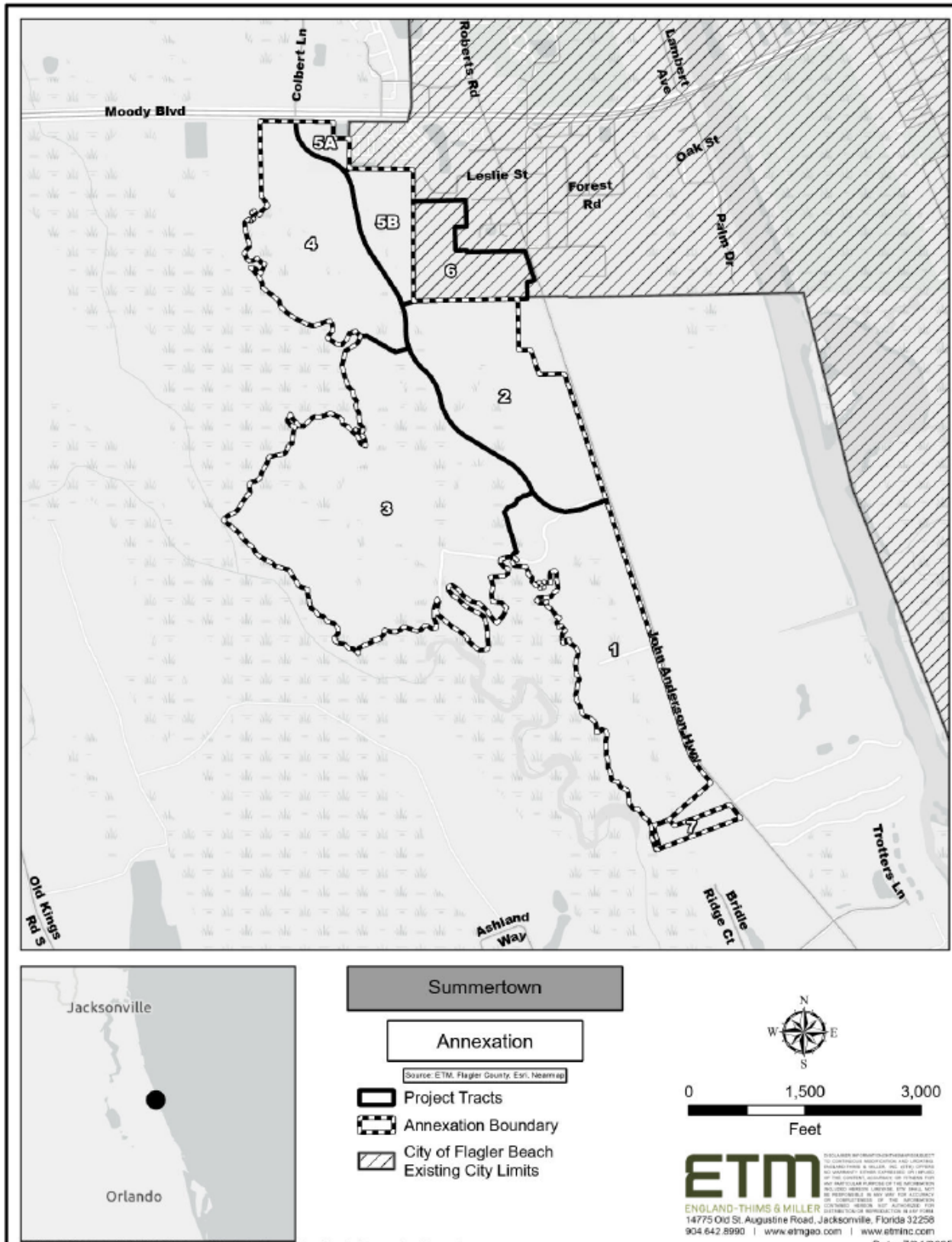


EXHIBIT "C"

Serial Number
25-00354F

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 Public Hearing

in the matter of Ordinance 2025-22

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

issues of 9/25/2025

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

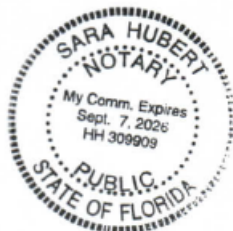
Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



**CITY OF FLAGLER BEACH
NOTICE OF PUBLIC
HEARING**

The City Commission proposes to adopt Ordinance No 2025-22 Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

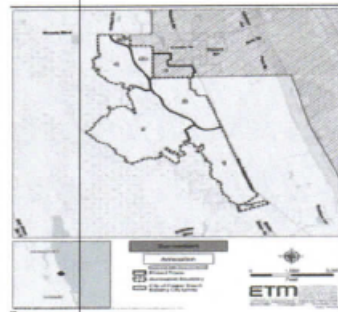
PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 206.0106, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25

25-00354F

Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

SUMMERTOWN PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (“Agreement”) is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, **Veranda Bay Investments, LLC, a Florida limited liability company (“Veranda”)** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 and **Highway 100 Commercial LLC (“HC 100”)** whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the “Owners”) this ____ day of _____, 2025, (the “Effective Date”) and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

A. The parties desire to annex the following properties (the “Annexed Property”, **Exhibit. “A”**) into the City of Flagler Beach.

B. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 495.12 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Veranda Property”);

C. HC100 is the owner of certain real property located in Flagler County, Florida consisting of approximately 18.94 acres, which real property is more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “HC100 Property”);

D. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands, Conservation, and Mixed use: High Intensity future land use designations under the provisions of the Flagler County Comprehensive Plan;

E. The Annexed Property is assigned the Planned Unit Development zoning classification under the provisions of the Flagler County Land Development Code and is subject to that PUD Development Agreement (the “PUD DA”) recorded at Official Records Book 1429, Page 19 et seq, as identified in the Approvals in **Exhibit “B”** attached (hereinafter referred to as “Approvals”);

F. As negotiated in the PUD DA, the Owners, as a successor, previously conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of preservation, conservation and public recreation for the benefit of citizens of Flagler County (the “Dedicated Lands”);

G. The City desires to annex the Annexed Property into the City of Flagler Beach recognizing that (i) the Annexed Property is intended to be developed as a mixed-use development

consistent with the Approvals, and (ii) the Parties to this Agreement desire to amend the comprehensive plan designation and rezone the Annexed Property;

H. Under Section 171.044(1), Florida Statutes, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality;

I. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

J. Section 171.062(1), Florida Statutes, provides as follows:

“An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.”;

K. Section 166.021(8) (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

“(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purpose of this subsection.”

and

“(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.”;

L. The City desires to ensure that any amendment to the Approvals and the development of the Annexed Property is compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such development in the manner required by applicable law;

M. The City has taken action to (i) expand the capacity of its potable water, wastewater and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

N. In the event the Approvals are amended, the City and the Owners desire to (i) implement land use densities and intensities that are compatible with the economic development goals of the City and (ii) develop the Annexed Property at its highest and best use and aligned with the limiting policy accompanying the map amendment voluntarily limiting certain development entitlements;

O. The City represents to the Owners that adequate public facilities and services, including but not limited to potable water and wastewater, currently exist to serve the Annexed Property or will be available at the time of development in accordance with applicable laws regarding concurrency;

P. This Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose;

Q. The City finds and determines that the City's interest will be best served by annexing the Annexed Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexed Property is consistent with the Approvals and, if amended, is in accordance with the City's Comprehensive Plan;

R. Owners seek to obtain for the Annexed Property the benefits and privileges of inclusion within the boundaries of the City, which include the designation of the Annexed Property on the City's Future Land Use Map and the assignment of zoning categories to allow for the development of the Annexed Property consistent with the Approvals and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

S. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission included as Exhibit XX, accompany the Annexation Ordinance.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, *Florida Statutes*), and the City's Charter. The persons executing this Agreement represent that they have full authority and the necessary

approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the Annexed Property. The City hereby represents, warrants, and covenants to and with the Owners that this Agreement has been validly approved by the Flagler Beach City Commission, that it has been duly executed and delivered by the City, that it is consistent with the City's Comprehensive Plan (adopted by the City pursuant to Chapter 163, Part II, Florida Statutes) and the land development regulations of the City of Flagler Beach (including, without limitation, the City's Land Development Regulations and, collectively, the "**City Regulations**"), and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

(C) The Owners consent to or petitioned for annexation of their respective properties. The Owners have delegated and assigned to Veranda the right and responsibility for negotiating this Agreement on behalf of all the Owners.

Section 3. INTENTIONALLY DELETED

Section 4. Development Conditions and Public Facilities

(A) Water/Sewer/Reuse: The Annexed Property, after the effective date of this Agreement, shall be located within the City's urban service boundary. Except as provided herein, the City's municipal services including but not limited to water, sanitary sewer and reuse water ("Services") shall be provided to the Annexed Property. As a material part of this Agreement, the City represents to the Owners that it shall provide at a minimum 111,000 gallons/day of water and wastewater treatment capacity to the Annexed Property. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Annexed Property. However, in the event the City cannot immediately provide and pay for one or any of these Services to the Annexed Property upon the Owners' written request, the Owners shall be permitted, without objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an adjacent provider or construct facilities to provide such services. The City shall not charge fees to a community development district or a property owners' association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Annexed Property. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as it is to any other owner of City property and will be available concurrent with the impacts of the development of the Annexed Property. If reasonably possible, the Owners shall utilize the City's solid waste collection franchise.

(C) Public Safety: The City will provide fire (having a first response agreement with Flagler County as part of its service network), police, and EMS facilities, including the equipment and services necessary to serve the Annexed Property at a level consistent with the City's adopted

level of service. All such public services are available to support the development of the Annexed Property.

(D) Transportation: Transportation issues and transportation impacts will be addressed through the City's concurrency management system as presently adopted, Chapter 163, Florida Statutes, and traffic studies performed by a qualified engineer. The City shall not require any above or below grade crossings for any intersection.

(E) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity to consider certain changes in the City Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of the City's jurisdiction under its police power, processed in good faith and in a timely fashion. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development actions. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take actions, except to timely process such applications. Owners must process any final plats of the Annexed Property for approval by the City which shall allow for the posting of proper bonds as provided by Florida law. The Owners are permitted to market for sale any parcel or lot pending approval and recording of final plats (as may be bonded), provided that title to such will not be conveyed to third party purchasers prior to the recording of final plats.

(F) Buffers/Open Space/Trees: For any future development, the Owners shall place an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is twenty-five (25) feet minimum and average fifty (50) feet in width along the western side of the right of way. Further, the Owners shall ensure that buffers along Bulow Creek provide a 25-foot minimum and 75-foot average. The Owners shall also provide a natural buffer no less than One Hundred (100) feet from the edge of the Bulow Creek riverbank. In addition, the Owner shall provide a minimum of forty percent (40%) of land as open space as may be defined by the City's current Land Development Regulations (LDR) or subsequent development agreements. In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties. This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property's systems, as applicable or as may be exempt. The City further acknowledges

that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies ("Stormwater Plans"). The City agrees to cooperate with Owners' efforts to obtain Conditional Letters of Map Revision ("CLOMR.s") and Final Letters of Map Revisions ("LOMRs") with FEMA on an expedited basis.

(H) Mass Grading/Phased Infrastructure: The Annexed Property shall be developed in phases with some infrastructure being shared between phases ("Shared Infrastructure"). The parties agree that the Owners shall have the right to mass grade and construct Shared Infrastructure in portions of the Annexed Property not subject to a preliminary plat or site plan development order so long as such Shared Infrastructure is related to an approved development order. The Owners shall have the right but not the obligation to create overall master plan and mass grade plan for roadways, utility infrastructure and stormwater system generally depicting infrastructure that may be shared between phases (stormwater systems, roads, etc.). Such plans shall permit phased construction of such improvements in advance of future phases of development at the Owners' election, subject to approval by the City Manager.

(I) Agriculture Exemption: Portions of the Annexed Property presently qualify for a statutory agricultural exemption. So long as the Annexed Property maintains and satisfies the statutory requirements, the City shall agree and acknowledge that portions of the Annexed Property may continue with its present agricultural and silviculture uses to maintain such qualifications.

(J) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain and not subject to forfeiture.

(K) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), pursuant to Chapter 190, Florida Statutes, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to state law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction affecting the District to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it shall, in good faith, assist the Owners, at the Owner's sole discretion, to amend the District's existing boundaries and establish an additional community development district governing the Annexed Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, F.S. including but not limited to, any transportation improvements that may be required by this Agreement or other development orders.

(L) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits. All silviculture activities shall continue to comply with all federal and state requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best

Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

(M) Miscellaneous: Owners will be permitted to conduct marketing and sales events on the Annexed Property on an ongoing basis without further approval in a manner not inconsistent with City Code.

Section 5. General Obligations/Commitments of the Parties

(A) The City has reviewed the Approvals affecting the Annexed Property and finds that the Approvals including but not limited to present zoning classification and development agreement are consistent with the City's comprehensive plan. Moreover, the City Staff has generally evaluated the suitability to amend the Approvals affecting the Annexed Property for development of a mixed-use community including but not limited to residential uses (single-family and multi-family), office, retail, commercial, a marina and open space areas as generally depicted on the Conceptual Plan (**Exhibit "C"**). The City Staff and Commission generally concur that the Annexed Property is suitable for development as a multi-use, master planned community as depicted on the Conceptual Plan, and that such development can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents. The City and Owners agree that a golf course, as provided in the Approvals, is not an appropriate use of the Annexed Property for various reasons including environmental impacts from pesticides or herbicides to the surrounding lands.

(B) Notwithstanding the above, the Parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments or rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to Comprehensive Plan amendments and rezoning requests is to timely process the Owners' applications expeditiously, consider all evidence presented in support of and in opposition to the applications, and make decisions to approve or deny the applications based upon the legal standards that govern such applications.

(C) The City agrees that all concurrency requirements related to the Annexed Property are vested by the Approvals, as may be amended and reviewed in accordance with Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.

(D) The City agrees that, if requested by the Owners, their affiliates or designees, it will promptly process for City Commission the consideration to annex other lands of Owners or their affiliates consistent with the terms of this Agreement and State law.

Section 6. De-annexation/Contraction. Any potential proposed de-annexation(s) or contractions of (i) the Annexed Property or (ii) any part or parts of the Annexed Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of (i) litigation brought by any third party or other governmental entity including, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or (ii) any termination of this Agreement under Sections 12(B) or (C), the City agrees, in good faith, to cooperate in any de-annexation or contraction requested by the Declarant to remove the Annexed Property from the

City within sixty (60) days of Declarant's written request and permit the Owners to terminate this Agreement.

Section 7. Duty To Cooperate/Comprehensive Plan Amendment, etc.

(A) The City and the Owners agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Annexed Property. The good faith cooperation by the City and the Owners shall extend to the acquisition by the Owners of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Annexed Property in accordance with all applicable land use, zoning, land development, building and construction regulations.

(B) The City will consider the adoption of a Comprehensive Plan Map and Text Amendment contemplated by this Agreement, and the Owners will cooperate with the City by providing the City with all requested data and analysis to include the Annexed Property in the City Comprehensive Plan. The City shall promptly consider the proposed Comprehensive Plan Amendment and, if approved, immediately transmit the adopted Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO). Upon the FDEO's review of the adopted Comprehensive Plan Amendment, the City shall work in good faith with the Owners to address any questions or concerns raised by the FDEO prior to the City's final adoption.

Section 8. Limitation of Funding Obligations. Except as provided in Section 4 of this Agreement, the City shall have no obligation to Owners to fund any public facilities or infrastructure within the Annexed Property. Rather, the City shall have a good faith obligation to provide off-site Services and infrastructure necessary to develop the Annexed Property consistent with the Approvals and their intended amendments.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Remedies. Nothing in this Agreement shall be construed to limit the right of either the Owners or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a Party's non-performance under this Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions

or conditions hereof, other than the Parties hereto and their respective designated representatives, successors and assigns as provided in Section 14. In the event that a party files an action in court relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties responsive pleadings are filed.

Section 12. Effectiveness of Agreement

(A) This Agreement shall serve as an annexation petition upon execution by the Owners, which may be relied on by the City in accordance with the terms of this Agreement upon the Owners' execution of the Agreement but shall become effective as an agreement between the Owners and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Annexed Property, both within 30 days of the date that Owners have executed this Agreement, then the petition for annexation may be revoked by the Owners and, upon demand, the City shall immediately release and deliver the Annexation Petition to the Owners, and the City shall record, at the City's expense, a Notice of Termination of this Agreement and any pending annexation petition for the Annexed Property in the Public Records of Flagler County, Florida. Upon annexation and receipt of a request by Owners, the City shall expeditiously process a Comprehensive Plan Amendment and Rezoning.

(B) Notwithstanding any other provisions of this Agreement, the Owners may, at its sole discretion, terminate this Agreement by notifying the City, in writing, of such termination within thirty (30) days following a legal challenge to the annexation of the Annexed Property filed by any third parties, including, but not limited to, Flagler County, Florida.

(C) To the extent allowed by law and notwithstanding any other provisions of this Agreement, if the Comprehensive Plan Amendment and anticipated Rezoning for the Annexed Property have not been adopted, approved and finalized, with all applicable appeal periods having expired within sixty (60) days following the Effective Date of this Agreement (the "Condition Subsequent"), (i) this Agreement, and any annexation pursuant thereto, shall become null and void and of no further force and effect, unless prior to such date Owners have delivered to the City a written notice expressly waiving or extending the Condition Subsequent; and (ii) the City shall immediately consider the request to de-annex the Annexed Property from the City as provided herein and by state law.

Section 13. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 14. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective assignees and successors in interest.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to

the extend permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.

Section 16. Binding Effect. Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 17. Recording. Within five (5) business days after the approval of this Agreement by the City and the Owners' execution of this Agreement, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Flagler County, Florida.

Section 18. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida and Orlando Middle District for federal actions.

Section 19. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Annexed Property in accordance with the terms and conditions hereof, except where required by law.

Section 20. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owners, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

Section 21. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, terms, or restriction existing at the time of execution of this Agreement shall not relieve Owners of the necessity of complying with the law governing said permitting requirement, condition, terms, or restriction.

Section 22. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 23. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

Section 27. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein. Specifically, the parties agree that any and all obligations of the Owners as provided in the Settlement Agreement, recorded at Official Records Book 1560, Page 471 et seq and Interlocal agreement, recorded at Official Records Book 2129, Page 1549 et seq, are void and unenforceable against the Owners or their respective successors and assigns.

Section 28. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

WHEREFORE, the Parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF FLAGLER BEACH

City Clerk

City Manager

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization by _____ as City Manager of the City of Flagler Beach, on its behalf, and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

For the use and reliance of the City of
Flagler Beach only. Approved as to form and
Legal sufficiency.

City Attorney

WITNESSES

**Highway 100 Commercial LLC (“HC 100”) a
Florida limited liability company**

Print Name: _____

By: _____
_____ **Manager**

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical
presence or ____ online notarization by _____, as Manager of Highway 100
Commercial , LLC and who is personally known to me on this ____ day of _____, 2025.

NOTARY PUBLIC

WITNESSES

**VERANDA BAY INVESTMENTS, LLC, a
Florida limited liability company**

Print Name: _____

By: _____
William G. Allen Sr., Manager

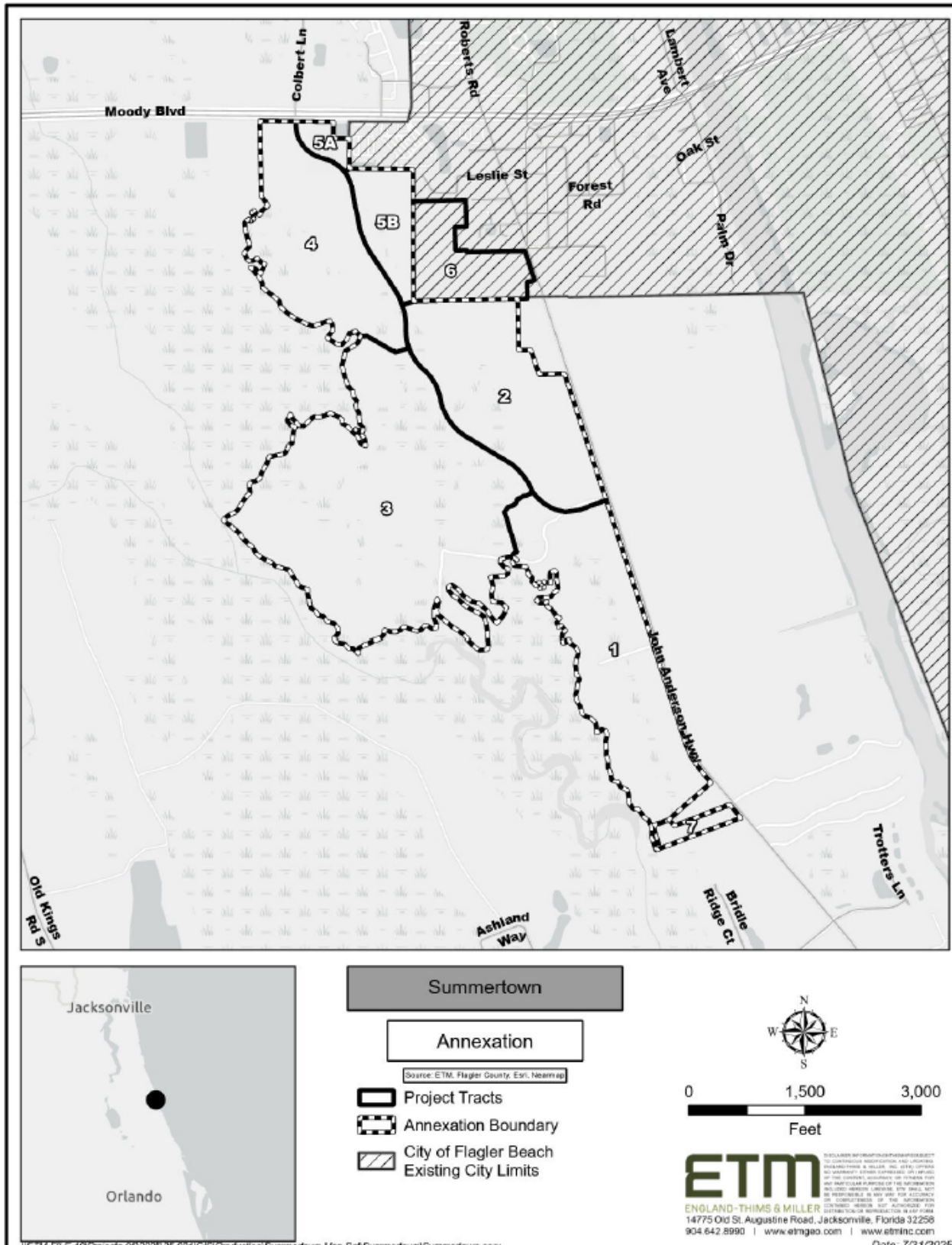
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization by William G. Allen Sr., as Manager of Veranda Bay Investments, LLC and who is personally known to me on this _____ day of _____, 2025.

NOTARY PUBLIC

EXHIBIT "A"



PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434,

PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

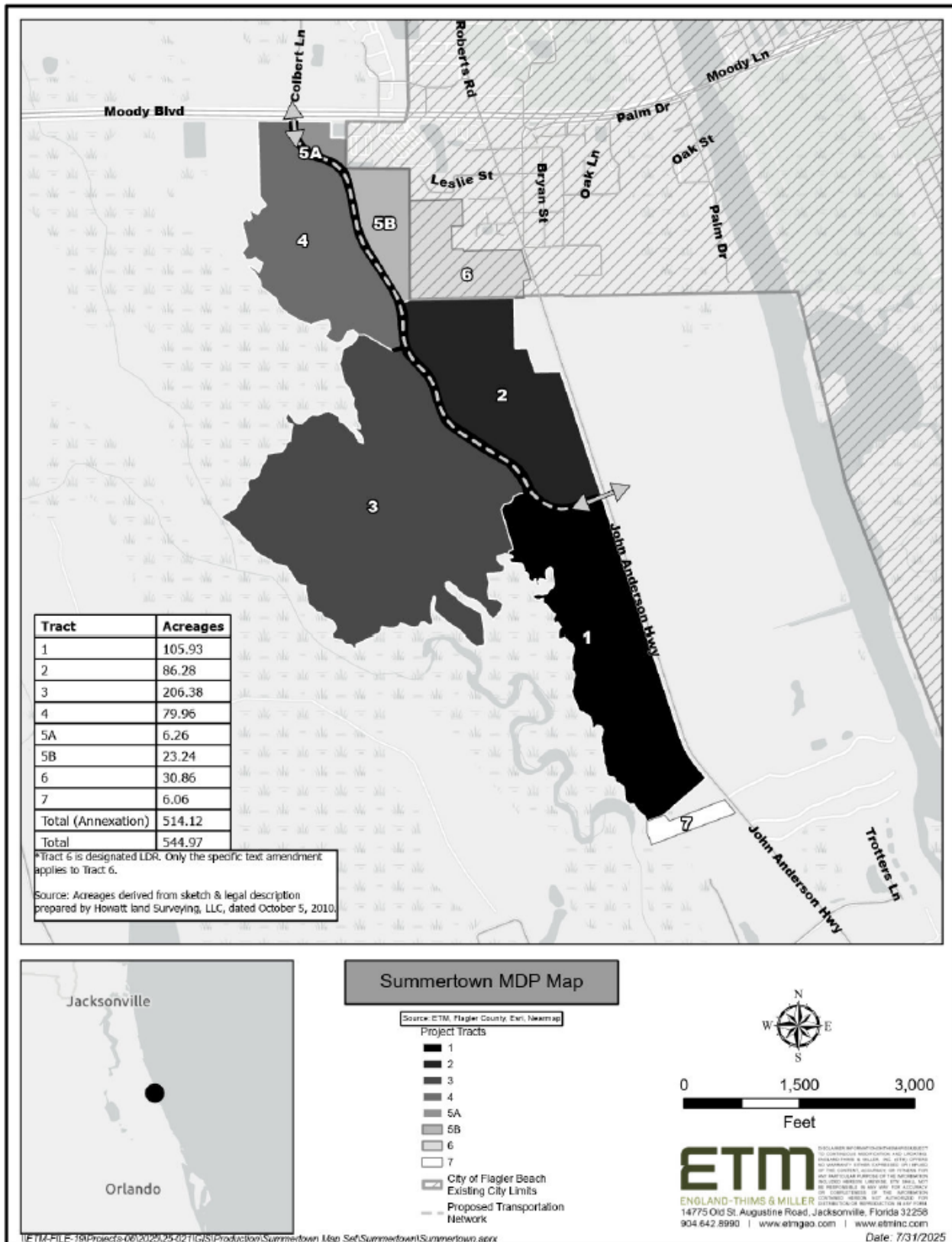
FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

**EXHIBIT “B”
APPROVALS**

GOVERNMENTAL APPROVALS

1. Gardens at Hammock Beach Planned Unit Development Agreement effective November 17, 2005 and recorded on May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.
2. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor dated May 16, 2016 and recorded on May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.

EXHIBIT "C"





City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Veranda Bay Investments, LLC & Highway 100 Commercial, LLC
OWNER'S NAME: _____ PHONE: _____
ADDRESS: SR 100/Colbert Lane & John Anderson Hwy

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):
See attached Exhibit "A" legal description

_____ SUBDIVISION _____ LOT _____ BLOCK _____

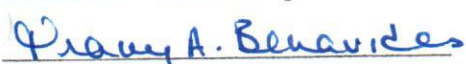
Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property is reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Veranda Bay Investments, LLC

 Signature of Owner one (1) Subscribed and Sworn to (or affirmed) before me by <u>William G. Allen, Manager</u> This <u>30th</u> day of <u>July</u> , 20 <u>25</u> Who is personally known to me or has produced _____ as identification. <u>HH190061 01/02/26</u> Commission Number & Expiration  Notary Public	_____ Signature of Owner two (2) Subscribed and Sworn to (or affirmed) before me by _____ This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification. _____ Commission Number & Expiration _____ Notary Public
---	---



Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
as Manager of Highway 100 Commercial, LLC

This ____ day of August, 20 24,
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public

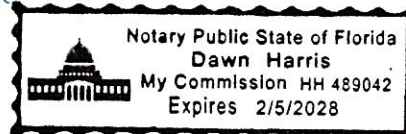
Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as
Manager of Highway 100 Commercial, LLC

This 13th day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

HH489042 EXP. 02.05.28
Commission Number & Expiration

Notary Public



Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
as Manager of Highway 100 Commercial, LLC

This 20th day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

#HH 567098 07/01/2028
Commission Number & Expiration

Jessica Santoli
Notary Public

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as
Manager of Highway 100 Commercial, LLC

This _____ day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public



OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" parcel ID Numbers hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

7-30-25
Date

[Signature]
Property Owner's Signature

[Signature]
William G. Allen, as Manager of Veranda Bay Investments, LLC

William G. Allen, as Manager of Palm Coast Intracoastal, LLC
[Signature]
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen & William G. Allen Jr. (property owner),
☒ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 30th day of July, 2025.



[Signature]
Notary Public



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$_____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

D. LEGAL DESCRIPTION: _____ Subdivision Name: _____

See attached Exhibit "A" legal description

Section: _____ Block(s): _____ Lot(s): _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 514.06 acres

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Veranda Bay Investments, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 5150 Tamiami Trail N, Ste 504	Mailing Address: 145 City Place, Suite 301, Palm Coast FL
Phone Number: Naples, FL 34103	Phone Number: 386-445-8900
E-mail Address: 386-986-2411	E-mail Address: Michael3@legalteamforlife.com
E-mail Address: kenbelshe@yahoo.com	

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

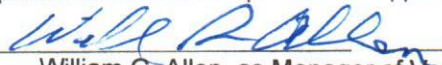
SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

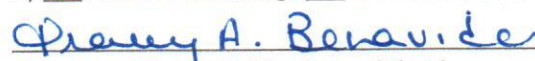
ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast FL	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): 
 Printed or typed name(s): William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
 this 30th day of July 2025 by William G. Allen, as Manager of Veranda Bay Investments, LLC individual submitted
 by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

 (SEAL)
 Signature of Notary Public, State of Florida

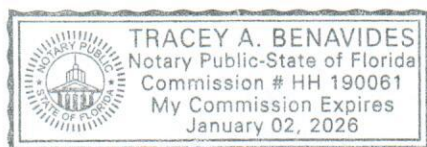


EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

LEGAL DESCRIPTION ANNEXATION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

**LEGAL DESCRIPTION
ANNEXATION**

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

OWNER	PROPERTY	ACREAGE
Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12
	TOTAL ACREAGE	514.06

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00358F

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 Public Hearing

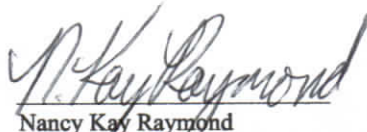
in the matter of Ordinance 2025-22

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

issues of 10/30/2025

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.


Nancy Kay Raymond

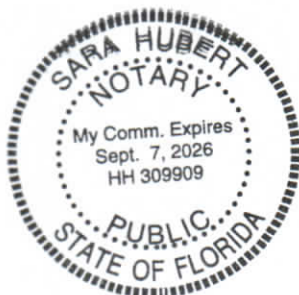
Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No 2025-22 Entitled: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

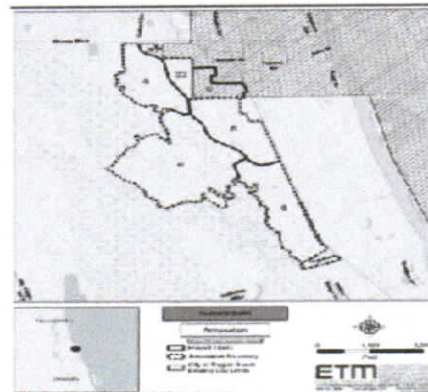
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Oct. 30

25-00358F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading).

Background:

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC). The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

Staff Recommendation:

Staff recommends that the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and recommends the City Commission approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Veranda Bay w MAPS
2. Ord 2025-23 Veranda Bay Comprehensive Plan Amendment (1)

3. VB_Application Comp Plan signed w exhibits
4. BIS 2025-23 VB
5. 25-00355F Affidavit



**VERANDA BAY DEVELOPMENT
FINDINGS REPORT**

**Large-Scale
Future Land Use Amendment**

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

TABLE OF CONTENTS

1.	APPLICATION INFORMATION	4
1.1	Jurisdiction.....	4
1.2	Applicant.....	4
1.3	Intent	4
2.	PROJECT DESCRIPTION	5
2.1	Summary and Background.....	5
3.	PARCEL DATA.....	5
3.1	Size of Property.....	5
3.2	General Location.....	5
3.3	Access and Frontage	5
4.	LAND USE INFORMATION	6
4.1	Aerial Photograph	6
4.2	Built Features	6
4.3	Current Zoning Designation	6
4.4	Proposed Master Planned Development (MPD).....	7
5.	BASIC DATA	7
5.1	City of Flagler Beach Population.....	7
5.2	Proposed Population Veranda Bay	7
5.3	Total Projected Population.....	8
5.4	Proposed Non-Residential (Commercial) Square Footage	8
5.5	Open Space, Buffers and Recreation	8
6.	CONSISTENCY AND COMPATIBILITY ANALYSIS	8
6.1	Land Use Compatibility	8
6.2	Surrounding Zoning Designations:	8
7.	PUBLIC FACILITIES / IMPACT ANALYSIS	8
7.1	Potable Water Data and Analysis	9
7.1.2	Residential Potable Water Demand	9
7.1.3	Non-Residential Potable Water Demand	9
7.1.4	Findings Residential and Non-Residential Potable Water	10
7.2	Wastewater Data and Analysis	10
7.2.1	Residential Wastewater Demand	10
7.2.2	Non-Residential Wastewater Demand.....	10
7.2.3	Findings Residential and Non-Residential Wastewater.....	11
7.3	Solid Waste Data and Analysis	11
7.3.1	Solid Waste Demand.....	11
7.3.2	Solid Waste Demand Residential.....	11
7.3.3	Solid Waste Demand Non-Residential	11
7.4	Stormwater Management	12
7.4.1	Stormwater Findings	12
7.5	Transportation Impacts	12
7.5.1	Roadway Segments and Intersections Within the Study Area.....	12

7.5.2	Pertinent Developments Included in Transportation Study	13
7.5.3	Findings Transportation Modifications/Improvements Required.....	13
7.6	Schools Impact.....	13
7.6.1	Methodology	14
7.6.2	2024 FC School Board Student Generation Rate Analysis	14
7.7	Public Safety	14
7.8	Economic Impact Data and Analysis.....	14
8.	Undeveloped Lands and Cultural, Historical, and Natural Resources.....	15
8.1	Soils Map	15
8.1.2	Topography Map.....	15
8.1.3	Habitat Uplands	15
8.1.4	Wetlands	16
8.1.5	Surface Waters	16
8.1.6	Wildlife Observations	17
8.1.7	Protected Species	17
8.1.8	Findings Gopher Tortoise	17
8.1.9	List of Species Observed	17
8.1.10	Findings of Species Observed.....	18
9.	CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN.....	18
9.1	Public Facilities.....	19
9.1.2	Findings Public Facilities.....	19
9.2	Future Land Use Element	19
9.2.1	Findings Future Land Use Element	20
9.3.1	Findings Housing Element.....	21
9.4	Public Facilities Element	21
9.4.1	Findings Public Facilities Element	21

1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Veranda Bay Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Veranda Bay, LLC; Palm Coast Intracoastal, LLC; and Highway 100
Commercial, LLC

1.3 Intent

The intent of the development is to develop the property into Low Density Residential, General Commercial, and a Marina Village. The residential uses include multiple types of housing opportunities including single-family and multi-family units with an anticipated 2035 build out.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC).

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Veranda Bay Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

Project	899.09 +/- Acres
Residential Units	377 units (3units/ac)
Commercial Density	16,200 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 234 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

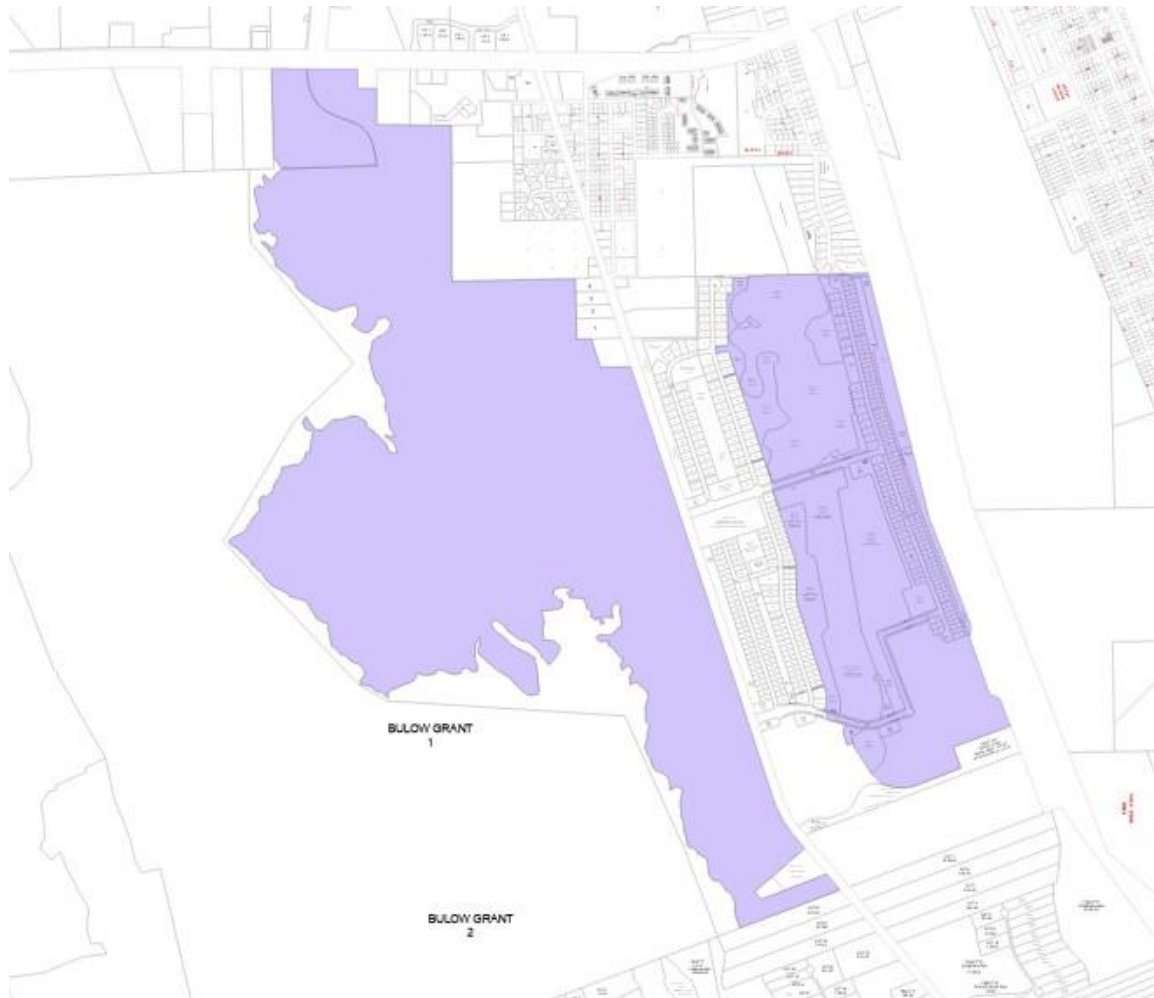
The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

3.3 Access and Frontage

The development is on the East Side County Road (CR) 201 (John Anderson Highway). Access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection. Access to Veranda Bay East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the PUD is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mix, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using creative and flexible concepts in site planning

than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Veranda Bay

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 234 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *377DU's = 784 persons

Source:

<https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223>

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Veranda Bay Population = **6451 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 16,200 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations)

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Veranda Bay Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 377 units * 2.08 persons per unit = 784

Proposed potable water demand = 784 persons * 125 GPCD

Proposed potable water demand = 98,020 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 8222 persons * 125 GPCD

Total Projected Potable Water Demand = 1,027,750 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Veranda Bay is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 16,200 * .10 GPD/SQFT

Proposed non-residential water demand = 1,620 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Veranda Bay Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 377 units * 248 GPD/unit

Proposed wastewater demand = 93,496 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD

Existing non-residential wastewater demand = 243 acres * 2000 GPD

Existing non-residential wastewater demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT

Proposed non-residential wastewater demand = 16,200 SQFT * .10 GPD

Proposed non-residential wastewater demand = 16,200 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 109,496 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit

Existing solid waste demand = 3576 * 7.7 lbs./per day/unit

Existing solid waste demand = 27,535 LBS/Per Day

Veranda Bay Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit

Proposed solid waste demand = 377 * 7.7 lbs. per day/unit

Proposed solid waste demand = 2903 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Veranda Bay Proposed Non-Residential Solid Waste Demand

Proposed solid waste demand = SQ FT * 0.01 LBS/per day

Proposed solid waste demand = 16,200 SQFT * 0.01 LBS/per day
Proposed solid waste demand = 162 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intraacoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 234+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

A Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The report identified specific segments within the study area to determine the total traffic volume on each study area segment. The project is examined in one, five (5) year period (2025-2030). Tracts/Parcels A1, B, C, E and M are being annexed into the City of Flagler Beach.

The study area is a 2.5-mile radius surrounding the Subject property. The following segments were studied:

- Segment 1: SR 100 (Moody Boulevard) from Colbert Lane to Tuscany Boulevard
- Segment 2: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
- Segment 3: SR 100 (Moody Boulevard) from SR A1A to CR 201 (John Anderson Highway)
- Segment 4: SR A1A from S 14th Street to Ocean Marina Drive
- Segment 5: Colbert Lane from Roberts Road to SR 100 (Moody Boulevard)
- Segment 6: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
- Segment 7: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
 - Commercial: 160,000 SQ FT
 - Marina: 80 wet/ 200 dry
 - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Veranda Bay Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030).

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to

planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source: 2024 Student Generation Analysis PDF (resources.finalsite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quad-plexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.

Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax: \$999,530,156
Commercial Property Tax: \$17,850, 979

School Impact Fee: \$12,265,864
Flagler Beach Impact Fees: \$336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Veranda Bay property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Veranda Bay Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in 2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (*Pinus clausa*).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliotii*), sand pine, southern magnolia (*Magnolia grandifolia*), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua*). Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Celtis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*Ilex vomitoria*), wax

myrtle (*Myrica cerifera*), greenbriar (*Smilax spp.*), and bracken fern (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (*Pinus elliottii*). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (*Lyonia ferrigunea*), gallberry (*flex glabra*), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in the in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatum*), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves (*Avicenia germinans*) and red mangroves (*Rhizophora mangle*).

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm (*Ulmus americana*), red maple (*Acer rubrum*), and cabbage palm (*Sabal palmetto*). The understory is dominated by saw palmetto, shiny lyonia (*Lyonia lucida*), dahoon holly (*flex cassine*), wax myrtle, buttonbush (*Cephalanthes occidentalis*), sawgrass (*Cladium jamaicense*), swamp fern (*Blechnum serrulatum*), royal fern (*Osmunda regalis*), Virginia chain fern (*Woodwardia virginica*), and cinnamon fern (*Osmunda cinnamomea*).

Wetland Mixed Forest - Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow (*Salix caroliniana*), saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass (*Spartina bakeri*), royal fern, swamp fern, and leather fern (*Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush (*Juncus roemerianus*), black mangrove, sand cordgrass, marsh elder (*Iva frutescens*), sawgrass, saltwort (*Batis maritima*), and glasswort (*Salicornia spp.*).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	<i>Corvus brachyrhynchos</i>	No
	Northern cardinal	<i>Cardinalis cardinalis</i>	No
	Black vulture	<i>Coragyps atratus</i>	No
	Red shouldered hawk	<i>Buteo lineatus</i>	No
	Blue Jay	<i>Cyanocitta cristata</i>	No
Mammals			
	Florida Black Bear	<i>Ursus Americanus floridanus</i>	No
	Gray Squirrel	<i>Sciurus carolinensis</i>	No
	White Tailed Deer	<i>Odocoileus virginianus</i>	No
Reptiles			
	Gopher Tortoise	<i>Gopherus polyphemus</i>	Yes
	Diamondback rattlesnake	<i>Crotalus adamanteus</i>	No
	Cottonmouth	<i>Agkistrodon piscivorus</i>	No
	Southern black racer	<i>Coluber constrictor</i>	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services.
- b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 - The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 - The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 - The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master

Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

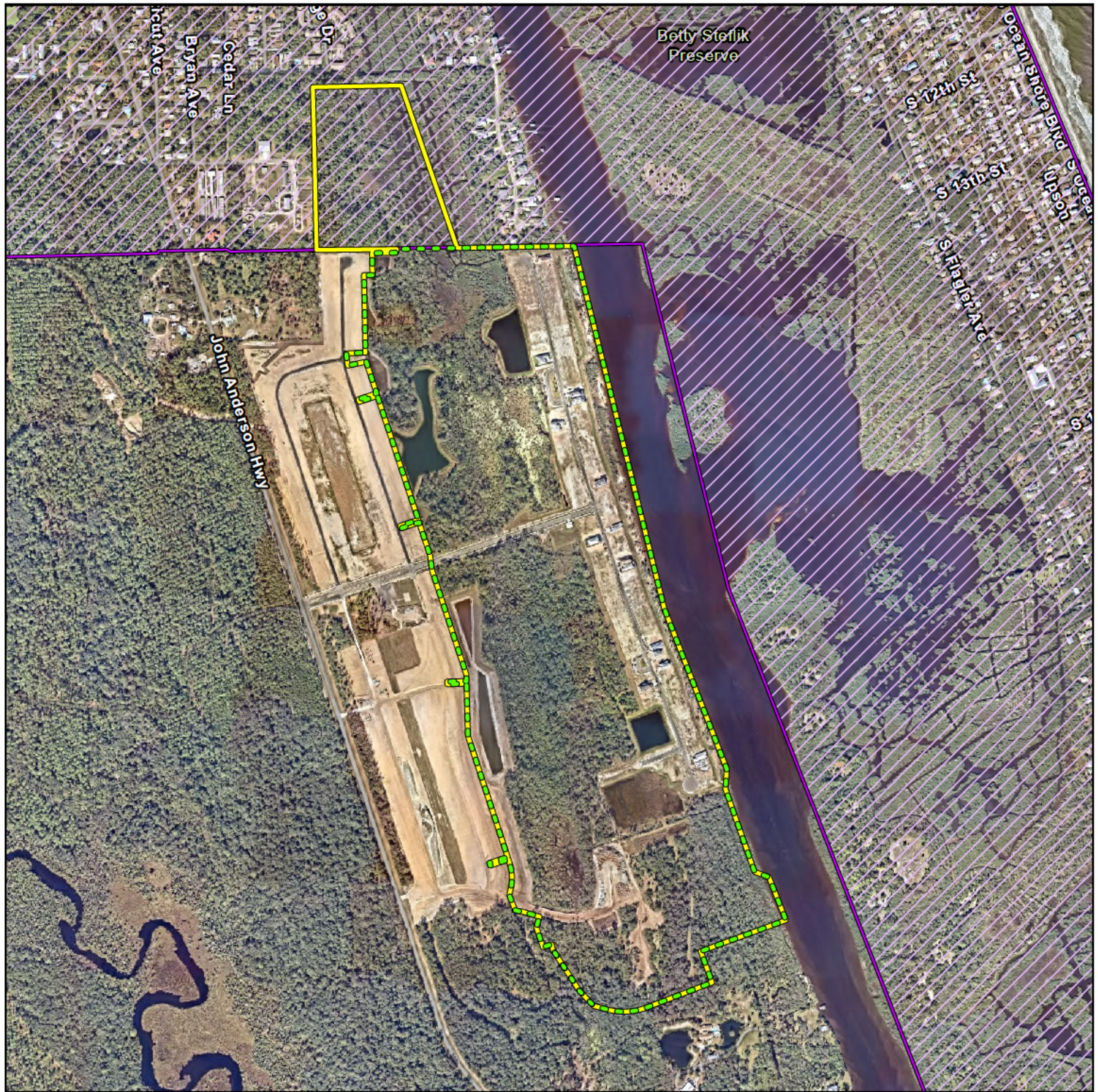
The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan, and SB 180, and recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and approve the limiting site specific policy text amendment.

Exhibits –Maps

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County



Veranda Bay

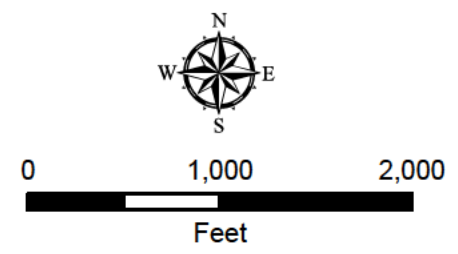
Aerial

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

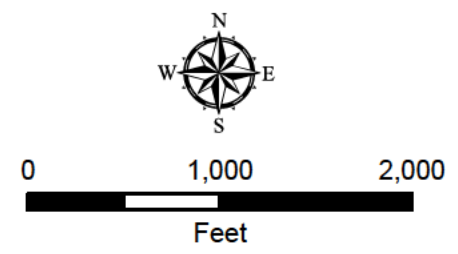
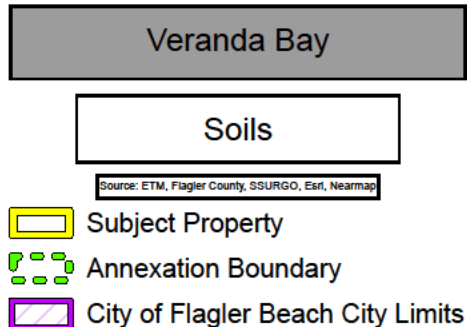
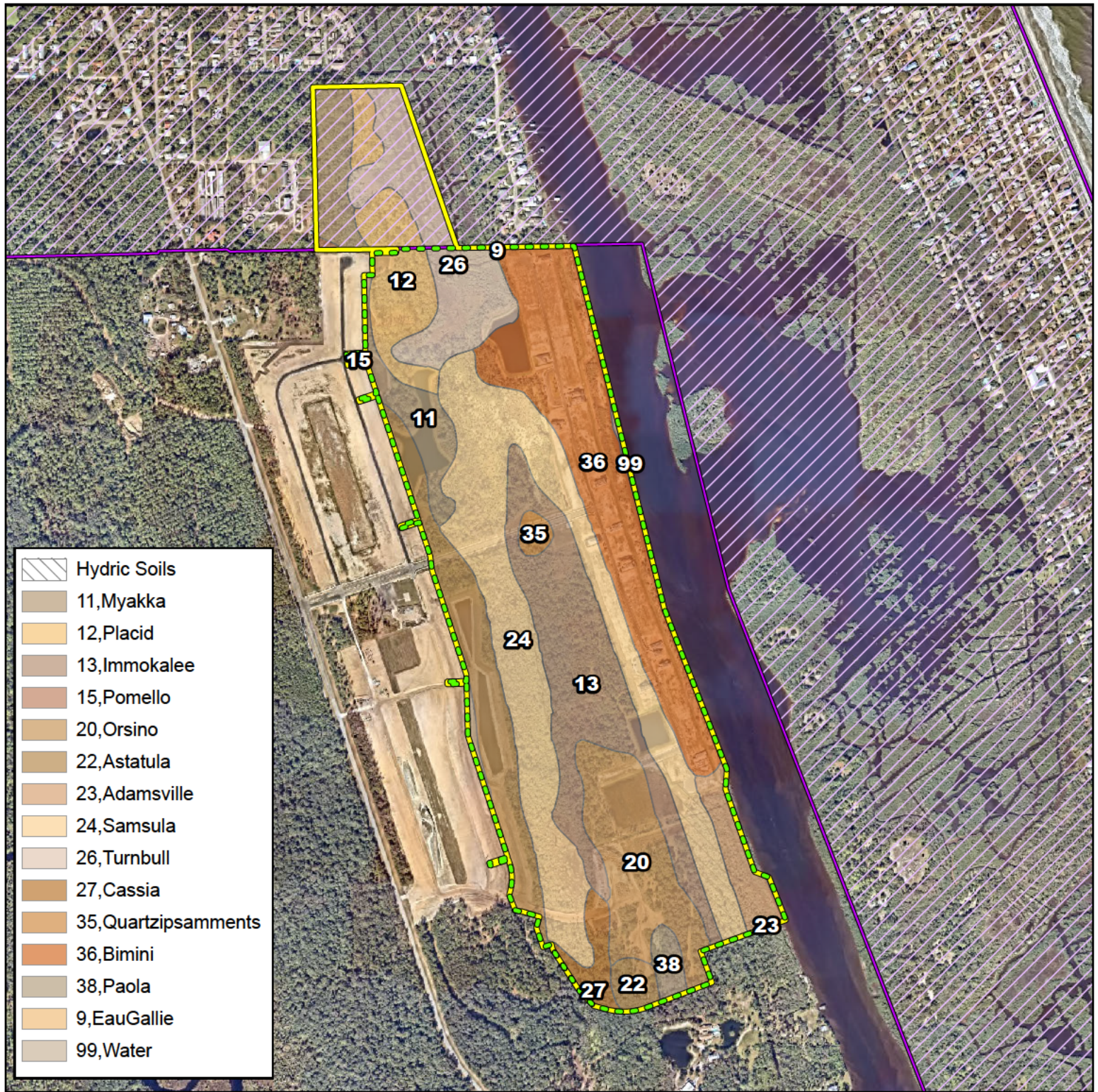
Annexation Boundary

City of Flagler Beach City Limits



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etm-inc.com

DISCLAIMER: INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION CONTAINED HEREON. NEITHER ETM NOR ITS EMPLOYEES SHALL BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.



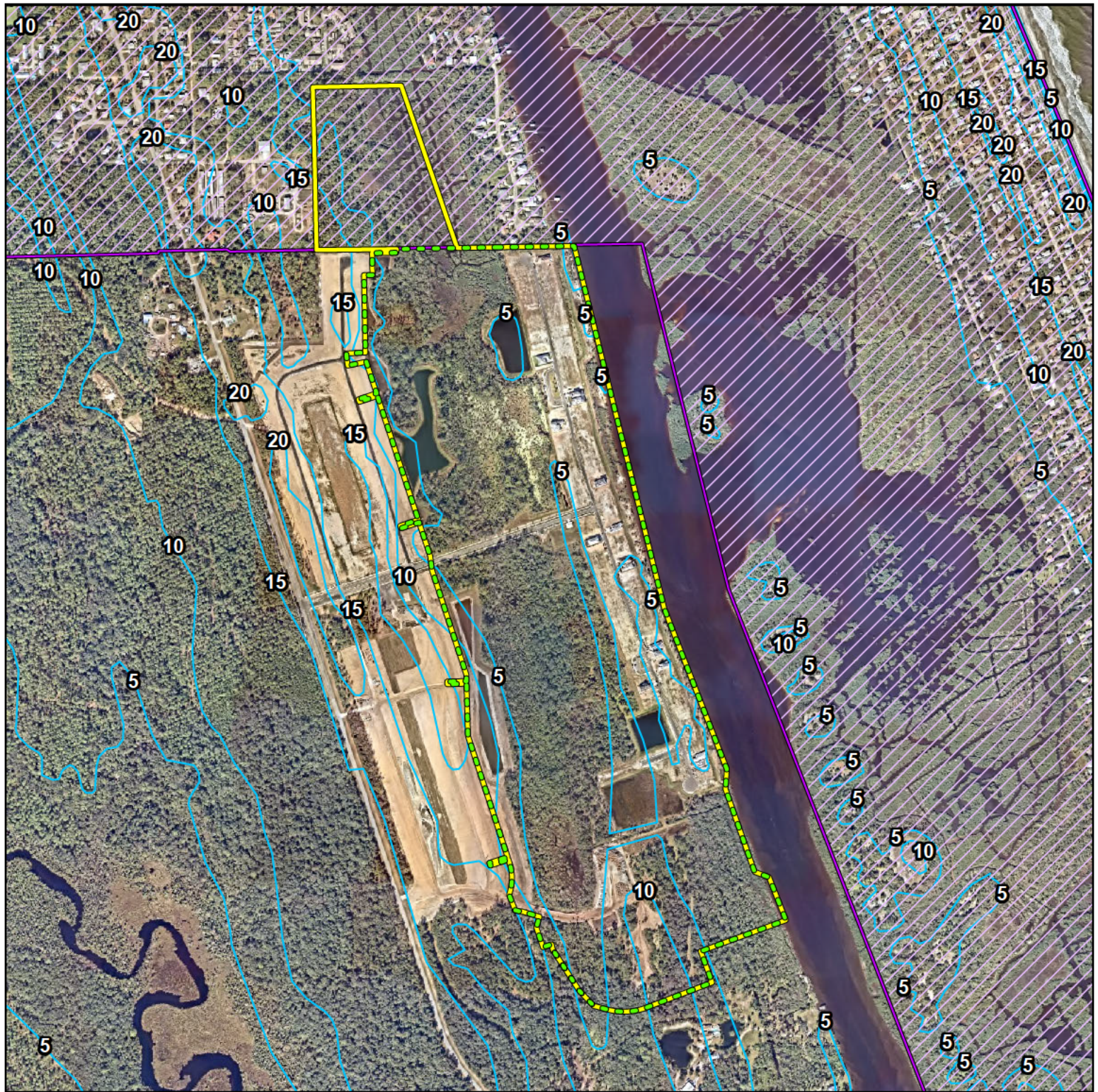
ETM

ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road, Jacksonville, Florida 32258

904.642.8990 | www.etmgeo.com | www.etm-inc.com

DISCLAIMER: INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LINES, LINES, ETC. SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.

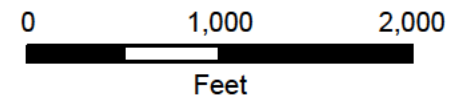


Veranda Bay

Topography

Source: ETM, Flagler County, USGS, Esri, Neamap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits
- Flagler County 5ft Contours



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etm-inc.com

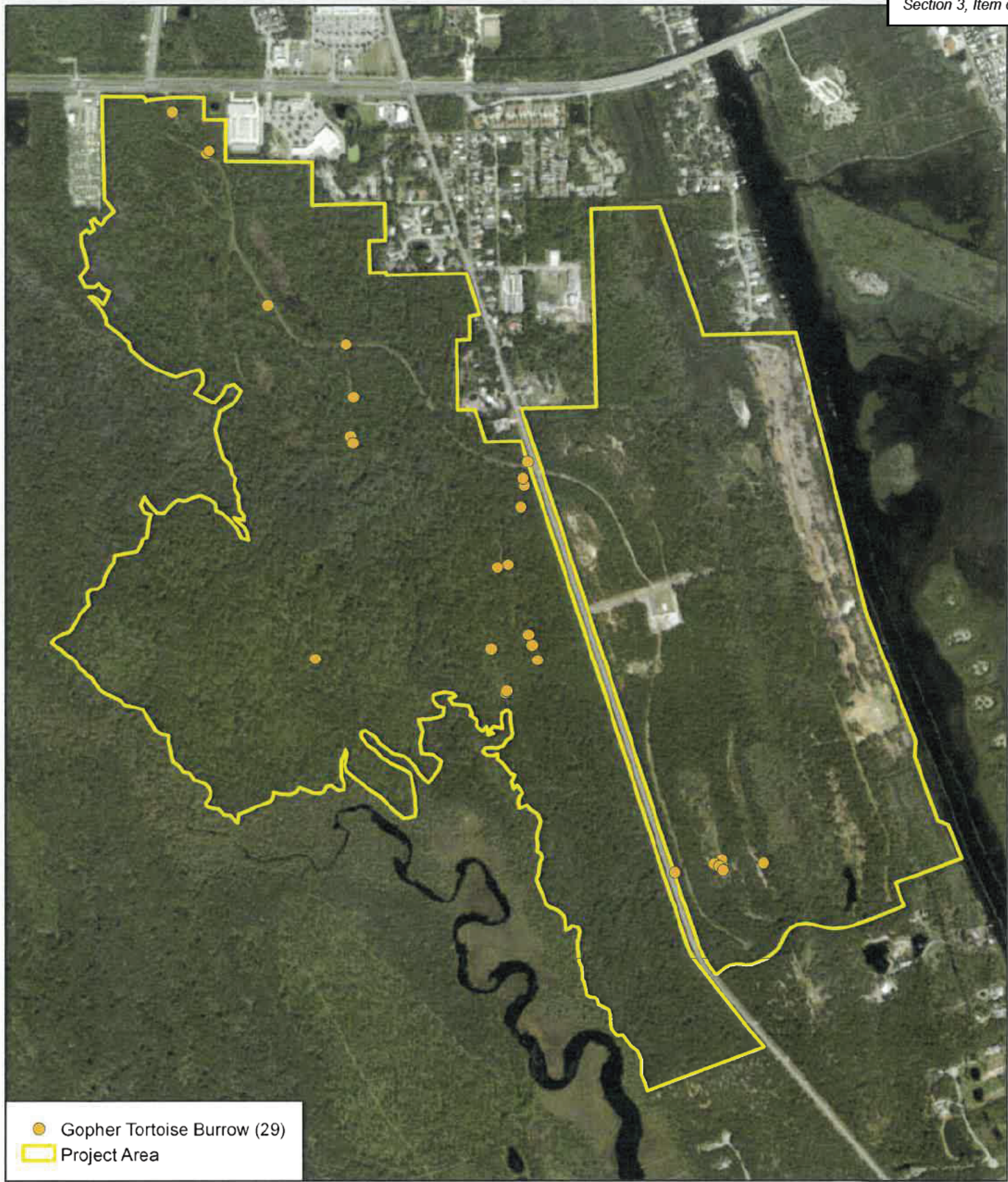


Image Source: ESRI 2022
Date: 5-31-24

0 600 1,200
Feet



Gopher Tortoise Burrow Location Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL

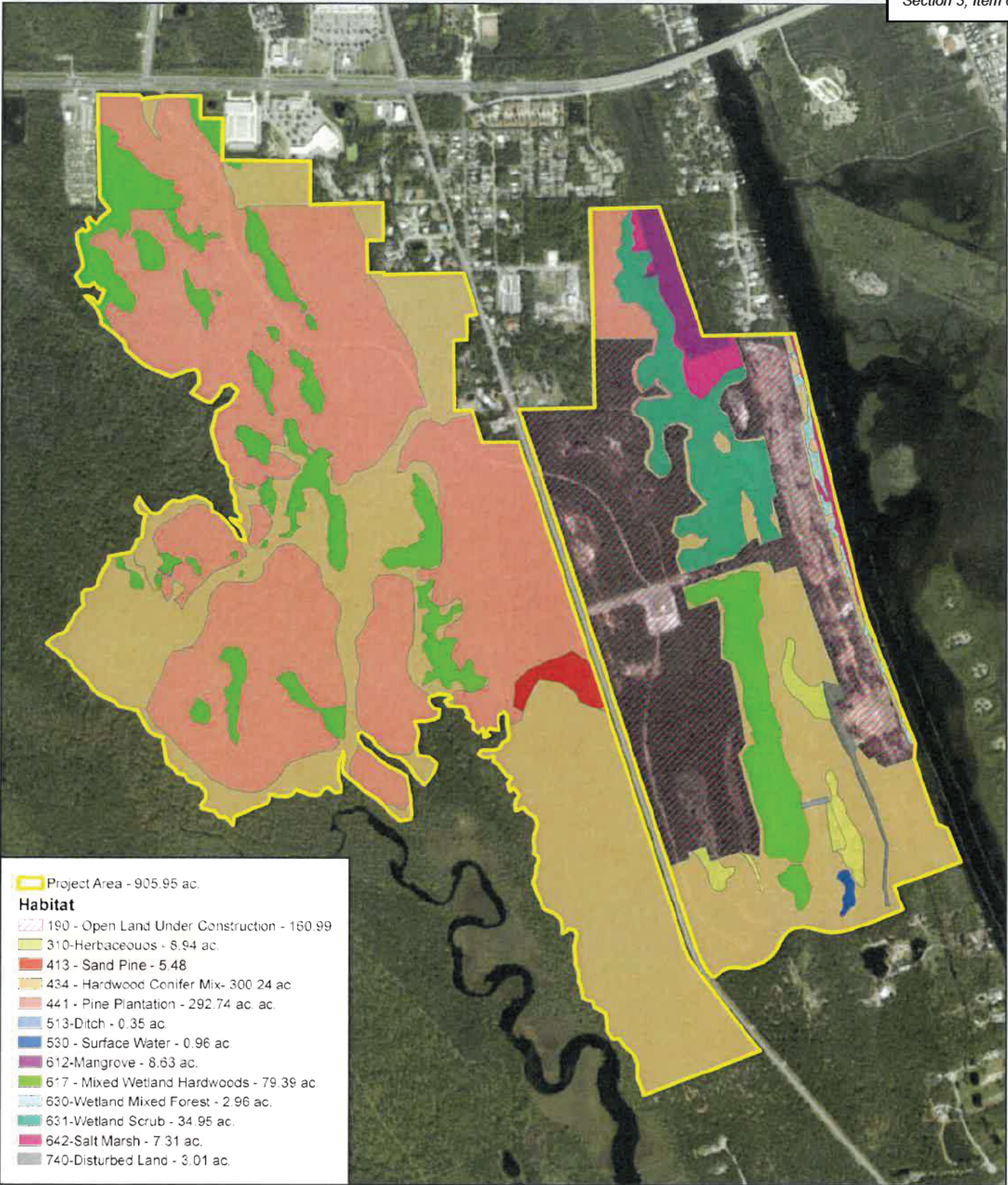


Image Source: ESRI 2022
Date: 5-23-24

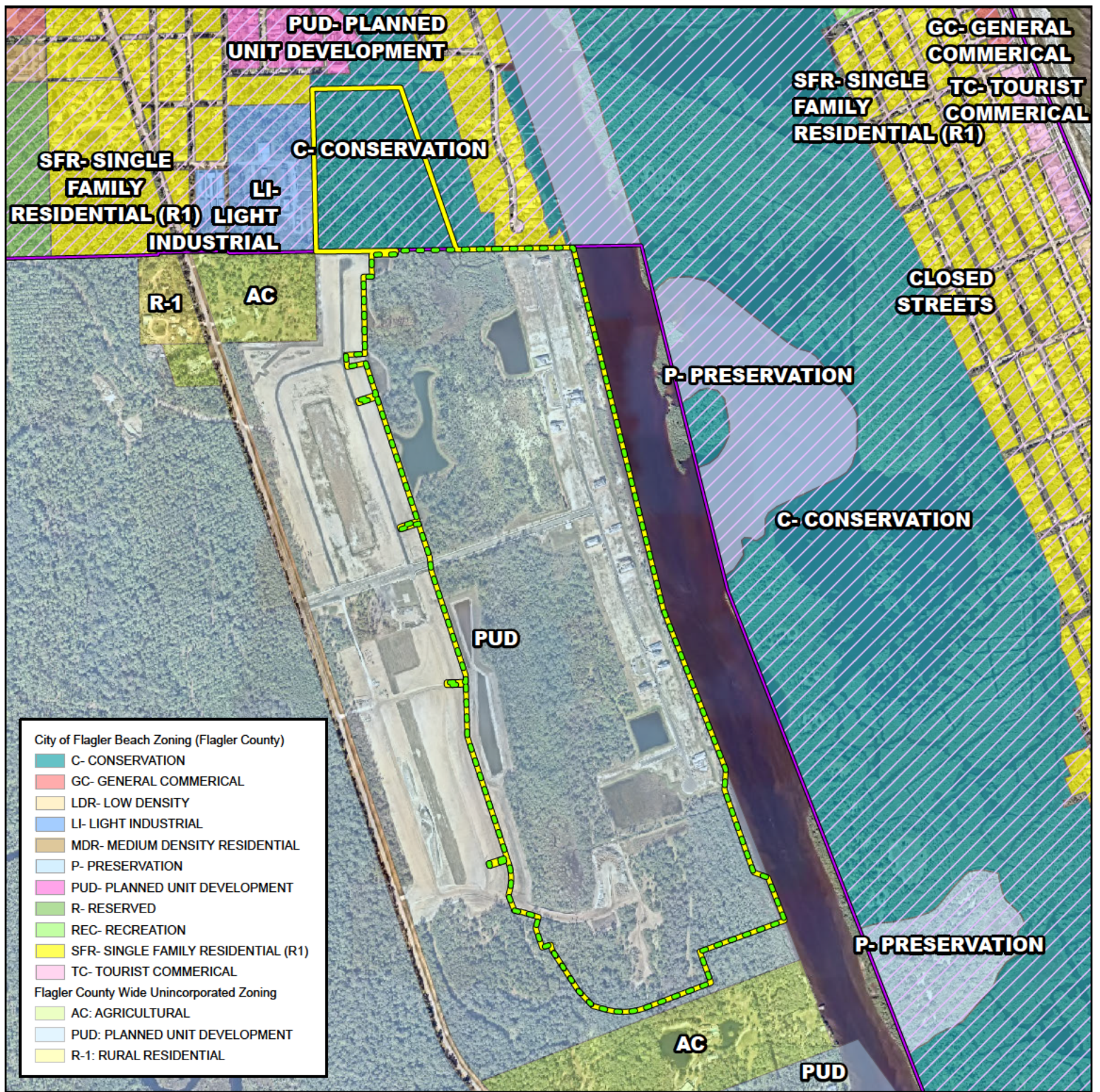
0 600 1,200
Feet



Habitat Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECOLOGICALSERVICES.COM
904-347-9133 | jody@atlanticecologicalservices.com
201 Basque Rd | St. Augustine, FL 32080

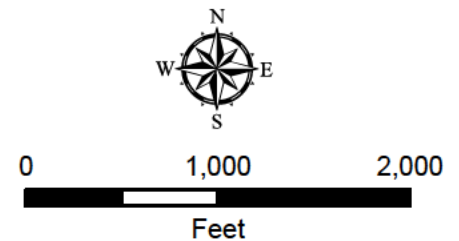


Veranda Bay

Zoning

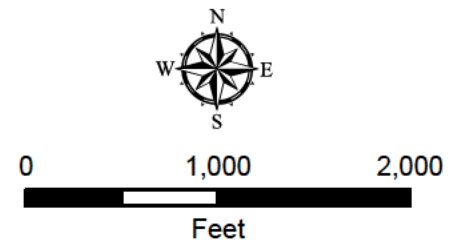
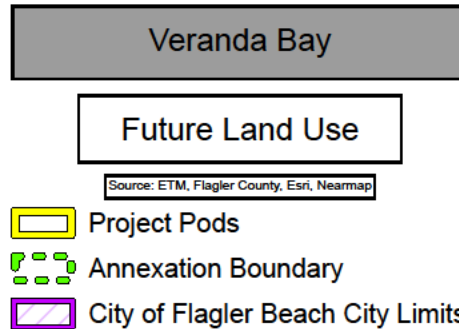
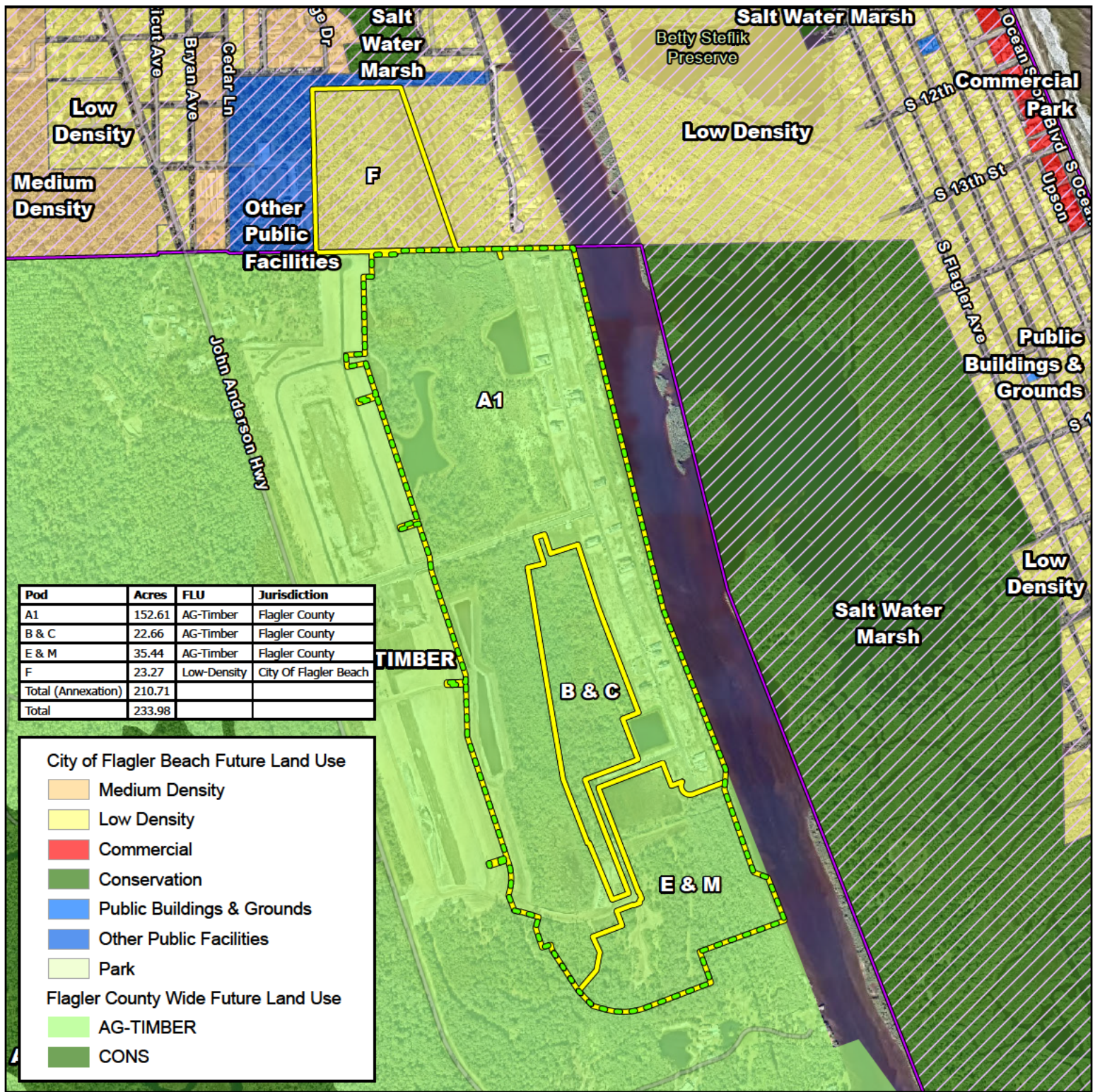
Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etm-inc.com

DISCLAIMER: INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etm-inc.com

DISCLAIMER: INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION CONTAINED HEREON. NEITHER ETM NOR ITS EMPLOYEES SHALL BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.

**ORDINANCE 2025-23
VERANDA BAY COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0001**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 9, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

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

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 233.92 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

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

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November 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"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

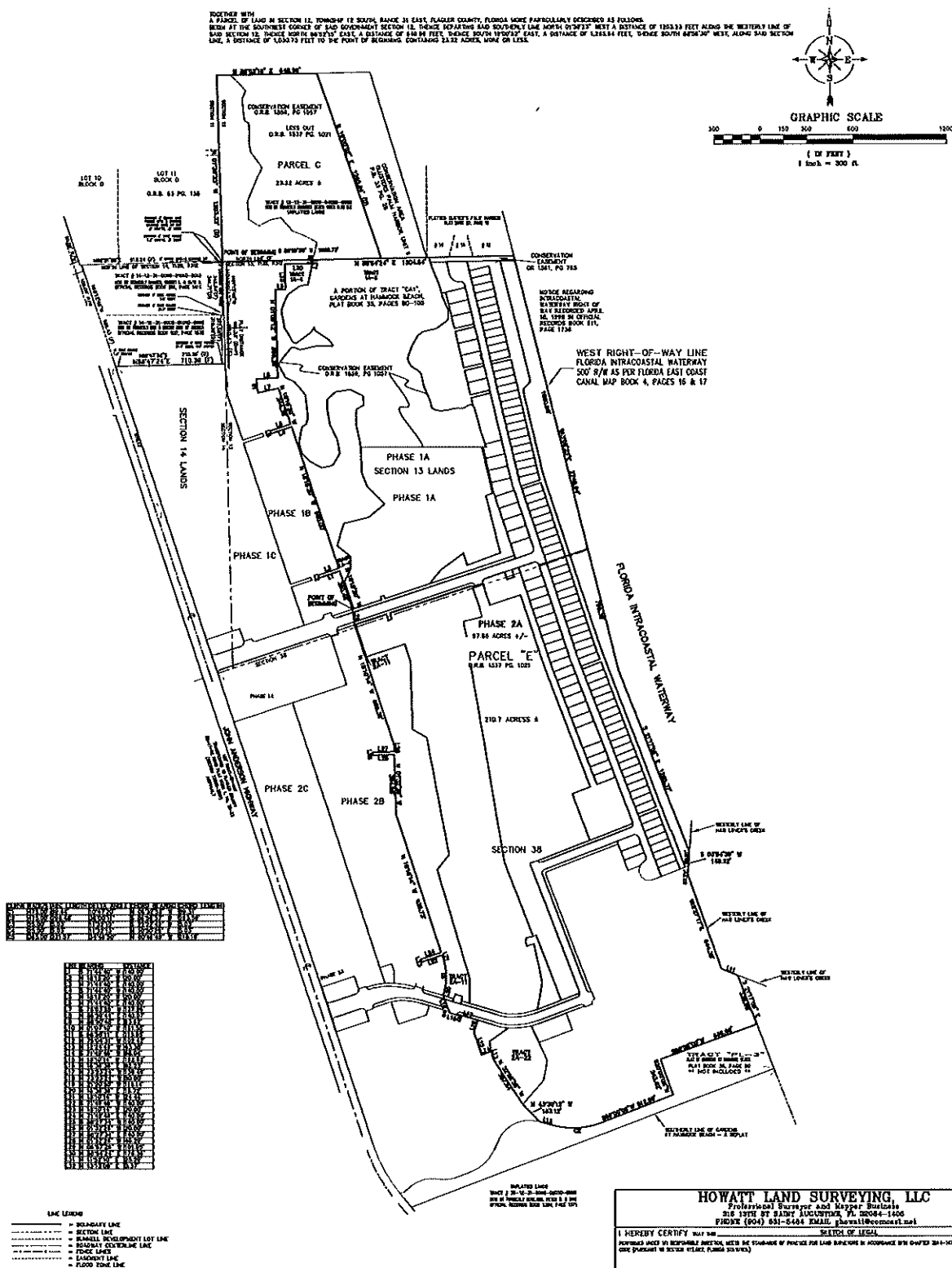
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

PART OF PHASE 11-1, 1-2, 2-1, 2-2, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17, 2-18, 2-19, 2-20, 2-21, 2-22, 2-23, 2-24, 2-25, 2-26, 2-27, 2-28, 2-29, 2-30, 2-31, 2-32, 2-33, 2-34, 2-35, 2-36, 2-37, 2-38, 2-39, 2-40, 2-41, 2-42, 2-43, 2-44, 2-45, 2-46, 2-47, 2-48, 2-49, 2-50, 2-51, 2-52, 2-53, 2-54, 2-55, 2-56, 2-57, 2-58, 2-59, 2-60, 2-61, 2-62, 2-63, 2-64, 2-65, 2-66, 2-67, 2-68, 2-69, 2-70, 2-71, 2-72, 2-73, 2-74, 2-75, 2-76, 2-77, 2-78, 2-79, 2-80, 2-81, 2-82, 2-83, 2-84, 2-85, 2-86, 2-87, 2-88, 2-89, 2-90, 2-91, 2-92, 2-93, 2-94, 2-95, 2-96, 2-97, 2-98, 2-99, 2-100, 2-101, 2-102, 2-103, 2-104, 2-105, 2-106, 2-107, 2-108, 2-109, 2-110, 2-111, 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118, 2-119, 2-120, 2-121, 2-122, 2-123, 2-124, 2-125, 2-126, 2-127, 2-128, 2-129, 2-130, 2-131, 2-132, 2-133, 2-134, 2-135, 2-136, 2-137, 2-138, 2-139, 2-140, 2-141, 2-142, 2-143, 2-144, 2-145, 2-146, 2-147, 2-148, 2-149, 2-150, 2-151, 2-152, 2-153, 2-154, 2-155, 2-156, 2-157, 2-158, 2-159, 2-160, 2-161, 2-162, 2-163, 2-164, 2-165, 2-166, 2-167, 2-168, 2-169, 2-170, 2-171, 2-172, 2-173, 2-174, 2-175, 2-176, 2-177, 2-178, 2-179, 2-180, 2-181, 2-182, 2-183, 2-184, 2-185, 2-186, 2-187, 2-188, 2-189, 2-190, 2-191, 2-192, 2-193, 2-194, 2-195, 2-196, 2-197, 2-198, 2-199, 2-200, 2-201, 2-202, 2-203, 2-204, 2-205, 2-206, 2-207, 2-208, 2-209, 2-210, 2-211, 2-212, 2-213, 2-214, 2-215, 2-216, 2-217, 2-218, 2-219, 2-220, 2-221, 2-222, 2-223, 2-224, 2-225, 2-226, 2-227, 2-228, 2-229, 2-230, 2-231, 2-232, 2-233, 2-234, 2-235, 2-236, 2-237, 2-238, 2-239, 2-240, 2-241, 2-242, 2-243, 2-244, 2-245, 2-246, 2-247, 2-248, 2-249, 2-250, 2-251, 2-252, 2-253, 2-254, 2-255, 2-256, 2-257, 2-258, 2-259, 2-260, 2-261, 2-262, 2-263, 2-264, 2-265, 2-266, 2-267, 2-268, 2-269, 2-270, 2-271, 2-272, 2-273, 2-274, 2-275, 2-276, 2-277, 2-278, 2-279, 2-280, 2-281, 2-282, 2-283, 2-284, 2-285, 2-286, 2-287, 2-288, 2-289, 2-290, 2-291, 2-292, 2-293, 2-294, 2-295, 2-296, 2-297, 2-298, 2-299, 2-300, 2-301, 2-302, 2-303, 2-304, 2-305, 2-306, 2-307, 2-308, 2-309, 2-310, 2-311, 2-312, 2-313, 2-314, 2-315, 2-316, 2-317, 2-318, 2-319, 2-320, 2-321, 2-322, 2-323, 2-324, 2-325, 2-326, 2-327, 2-328, 2-329, 2-330, 2-331, 2-332, 2-333, 2-334, 2-335, 2-336, 2-337, 2-338, 2-339, 2-340, 2-341, 2-342, 2-343, 2-344, 2-345, 2-346, 2-347, 2-348, 2-349, 2-350, 2-351, 2-352, 2-353, 2-354, 2-355, 2-356, 2-357, 2-358, 2-359, 2-360, 2-361, 2-362, 2-363, 2-364, 2-365, 2-366, 2-367, 2-368, 2-369, 2-370, 2-371, 2-372, 2-373, 2-374, 2-375, 2-376, 2-377, 2-378, 2-379, 2-380, 2-381, 2-382, 2-383, 2-384, 2-385, 2-386, 2-387, 2-388, 2-389, 2-390, 2-391, 2-392, 2-393, 2-394, 2-395, 2-396, 2-397, 2-398, 2-399, 2-400, 2-401, 2-402, 2-403, 2-404, 2-405, 2-406, 2-407, 2-408, 2-409, 2-410, 2-411, 2-412, 2-413, 2-414, 2-415, 2-416, 2-417, 2-418, 2-419, 2-420, 2-421, 2-422, 2-423, 2-424, 2-425, 2-426, 2-427, 2-428, 2-429, 2-430, 2-431, 2-432, 2-433, 2-434, 2-435, 2-436, 2-437, 2-438, 2-439, 2-440, 2-441, 2-442, 2-443, 2-444, 2-445, 2-446, 2-447, 2-448, 2-449, 2-450, 2-451, 2-452, 2-453, 2-454, 2-455, 2-456, 2-457, 2-458, 2-459, 2-460, 2-461, 2-462, 2-463, 2-464, 2-465, 2-466, 2-467, 2-468, 2-469, 2-470, 2-471, 2-472, 2-473, 2-474, 2-475, 2-476, 2-477, 2-478, 2-479, 2-480, 2-481, 2-482, 2-483, 2-484, 2-485, 2-486, 2-487, 2-488, 2-489, 2-490, 2-491, 2-492, 2-493, 2-494, 2-495, 2-496, 2-497, 2-498, 2-499, 2-500, 2-501, 2-502, 2-503, 2-504, 2-505, 2-506, 2-507, 2-508, 2-509, 2-510, 2-511, 2-512, 2-513, 2-514, 2-515, 2-516, 2-517, 2-518, 2-519, 2-520, 2-521, 2-522, 2-523, 2-524, 2-525, 2-526, 2-527, 2-528, 2-529, 2-530, 2-531, 2-532, 2-533, 2-534, 2-535, 2-536, 2-537, 2-538, 2-539, 2-540, 2-541, 2-542, 2-543, 2-544, 2-545, 2-546, 2-547, 2-548, 2-549, 2-550, 2-551, 2-552, 2-553, 2-554, 2-555, 2-556, 2-557, 2-558, 2-559, 2-560, 2-561, 2-562, 2-563, 2-564, 2-565, 2-566, 2-567, 2-568, 2-569, 2-570, 2-571, 2-572, 2-573, 2-574, 2-575, 2-576, 2-577, 2-578, 2-579, 2-580, 2-581, 2-582, 2-583, 2-584, 2-585, 2-586, 2-587, 2-588, 2-589, 2-590, 2-591, 2-592, 2-593, 2-594, 2-595, 2-596, 2-597, 2-598,

TOGETHER WITH
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHWESTLY LINE NORTH 0°47'37" WEST A DISTANCE OF 1253.33 FEET ALONG THE WESTERLY LINE OF
SAID SECTION 12, THENCE NORTH 89°52'15" EAST, A DISTANCE OF 848.00 FEET, THENCE SOUTH 89°52'15" EAST, A DISTANCE OF 1,245.84 FEET, THENCE SOUTH 6°56'30" WEST, ALONG SAID SECTION
LINE, A DISTANCE OF 1,043.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 33.32 ACRES, MORE OR LESS.



HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
216 13TH ST SANDY AUGUSTINE, FL 32084-1406
PHONE (904) 831-5484 EMAIL shewatt@comcast.net

I HEREBY CERTIFY THAT THE _____ IS/ARE A(S) _____

FORWARDED JACK IN RESPONSIBLE OFFICE, WITH THE STANDARDS OF PRACTICE FOR LAW ENFORCEMENT IN ACCORDANCE WITH CHAPTER 204-107, P.L. ADMINISTRATION CODE (PUBLISHED IN SECTION 01.002, PUBLIC SAFETY).

[illegible]

RECEIVED MAY 27, 2015

PLANNED BY: JAMES BAKER JR. DATE: 10/10/68

FIELD NO. 101 DATA 101 PAGES 101 COLLECTED 101 LIBRARY 101 IN FILE 101 SERIAL NUMBER 101

COMPUTER FILE NAME: 040111M T-E 540000Z D99 BOX: 1st of 300th FILE NO.: 040111

Page

Page 10 of 10

EXHIBIT C

Veranda Bay (“Property”) Comprehensive Plan Text Amendment

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.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 Public Notice

in the matter of Ordinance No 2025-23, 2025-24

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

issues of 9/25/2025

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.

Nancy Kay Raymond
Nancy Kay Raymond

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

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No. 2025-25. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.99 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agricultural, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 305 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-317-3000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-317-3000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 317-3000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 300 S. Daytona Ave.

Location Map



Sep. 25

25-00351F



BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PFLUMA25-0001

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☒ LARGE SCALE FUTURE LAND USE AMENDMENT
☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT
☐ REZONE |
| ☒ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE**
☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.		COMPANY: Chiumento Law, PLLC
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900	EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: ETM
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296	EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411	EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC



William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

[Signature]
Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA

COUNTY OF CONNER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC (property owner),
☐ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced
_____ as identification, and who executed the foregoing instrument and
sworn an oath on this 16th day of July, 20 25.



Tracey A. Benavides
Notary Public



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☒ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____
Fee Paid: \$ _____ Date Received: _____
Employee Accepting Application (print name): _____
Rejected Date: _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name: _____

Section: _____ Block(s): _____ Lot(s): _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH

BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen, Jr.

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this 16th day of July 2025 by William G. Allen, Jr. individual submitted by ☒ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides

(SEAL)

Signature of Notary Public, State of Florida



EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

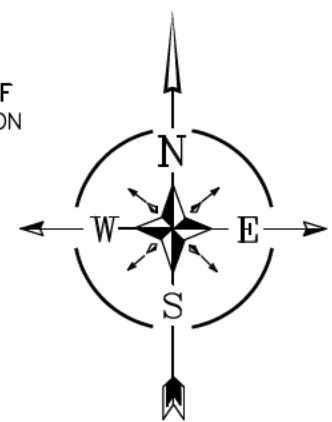
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

[illegible]

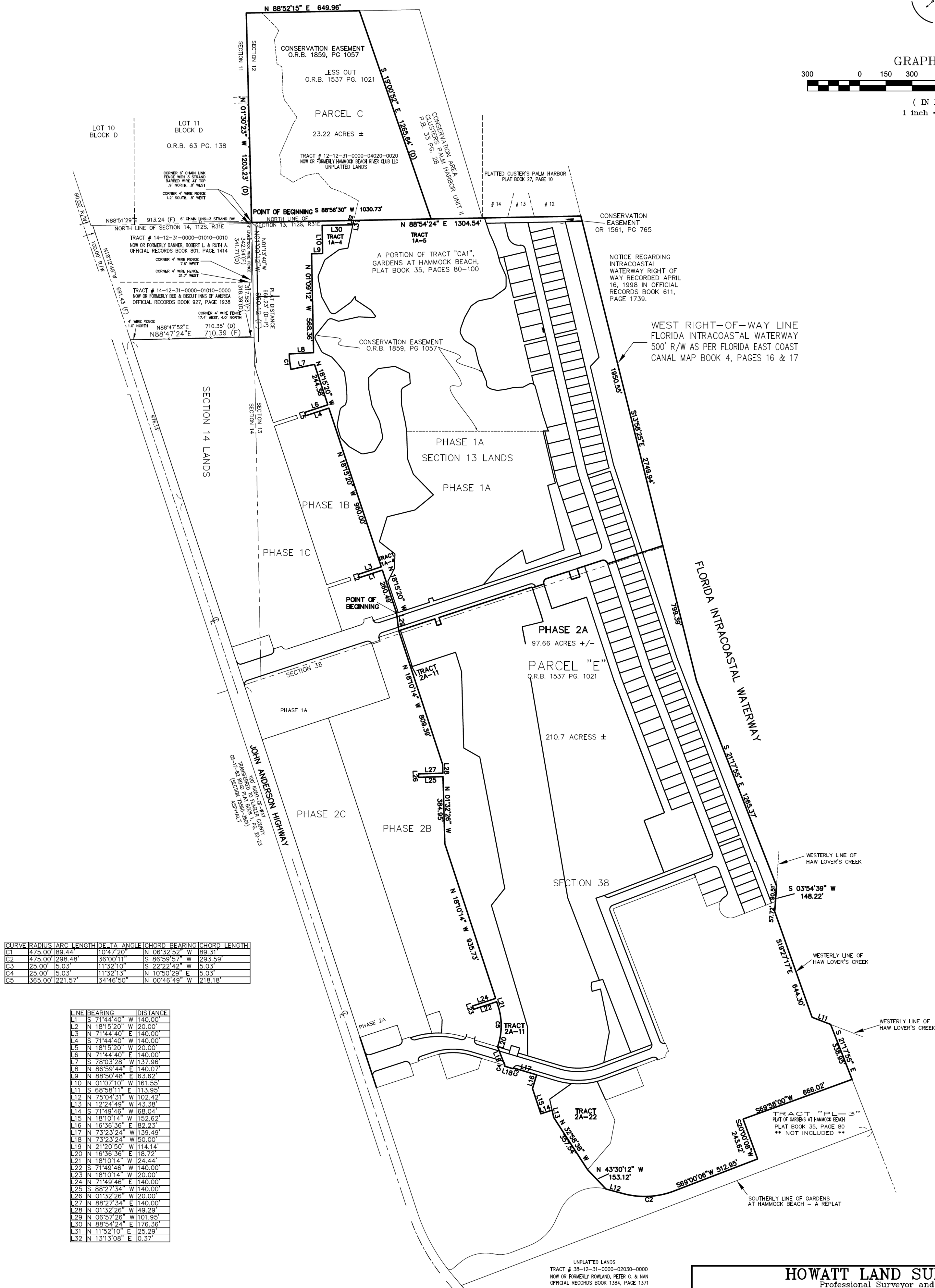
TOGETHER WITH A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" EAST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°57'47" EAST A DISTANCE OF 649.59 FEET; THENCE SOUTH 19°01'59" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING, CONTAINING 23.22 ACRES, MORE OR LESS.



GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	475.00'	89.44'	10°47'20"	N 06°32'52" W	89.31'
C2	475.00'	298.48'	36°00'11"	S 86°59'57" W	293.59'
C3	25.00'	5.03'	11°32'10"	S 22°22'42" W	5.03'
C4	25.00'	5.03'	11°32'13"	N 10°50'29" E	5.03'
C5	365.00'	221.57'	34°46'50"	N 00°46'49" W	218.18'

L	NAME	RA	DISTANCE
L1	N	71°44' 40" W	140°00'
L2	N	18°16' 20" W	20°00'
L3	N	71°44' 40" W	140°00'
L4	S	71°44' 40" W	140°00'
L5	N	18°15' 20" W	20°00'
L6	N	71°44' 40" E	140°00'
L7	N	18°16' 20" W	20°00'
L8	N	86°50' 44" E	180°00'
L9	N	88°05' 48" E	63.67°
L10	N	01°07' 10" W	161.55
L11	N	66°58' 17" E	113.35
L12	N	71°44' 40" W	140°00'
L13	N	12°24' 49" W	43.38°
L14	S	71°49' 46" W	68.04°
L15	N	18°10' 14" W	152.62°
L16	N	18°16' 20" W	82.73°
L17	N	71°23' 24" W	139.49°
L18	S	73°23' 24" W	110.00°
L19	N	21°20' 50" W	54.14°
L20	N	16°36' 36" W	18.72°
L21	N	71°44' 40" W	140°00'
L22	S	71°49' 46" W	140°00'
L23	N	18°10' 14" W	20°00'
L24	N	71°49' 46" E	140°00'
L25	S	71°44' 40" W	140°00'
L26	N	01°32' 26" E	140°00'
L27	N	88°27' 34" E	140°00'
L28	N	01°32' 26" W	49.29°
L29	N	06°57' 26" W	101.95°
L30	N	18°16' 20" W	20°00'
L31	N	11°52' 10" E	25.29°
L32	N	13°13' 08" E	0.37°

LINE LEGEND

- _____ = BOUNDARY LINE
 - - - - - = SECTION LINE
 - - - - - = BUNNELL DEVELOPMENT LOT LINE
 - - - - - = ROADWAY CENTERLINE LINE
 - o - x - = FENCE LINES
 - - - - - = EASEMENT LINE
 - - - - - = FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC

Professional Surveyor and Mapper Business
816 13TH ST SAINT AUGUSTINE, FL 32084-1401
PHONE (904) 631-5484 EMAIL ghowatt@comcast.net

I HEREBY CERTIFY THAT THIS _____ SKETCH OF LEGAL _____ SURVEY,
PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014-147, FLA. ADMINISTRATIVE
CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED MAY 27, 2025 GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 8488

FIELD BOOK NO.: DATA, PAGE(S) COLLECTED LEGAL: IN FILE WORK ORDER NO.: _____
COMPUTER FILE NAME: 040118B THE GARDENS.DWG SCALE: 1" = 300' FILE NO.: 040118

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

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

Serial Number
25-00355F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.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 Public Hearing

in the matter of Ordinance 2025-23, 2025-24

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

issues of 10/30/2025

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.

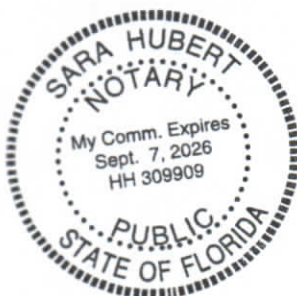
N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,
30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-23. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. 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. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 400 S. Daytona Ave.

Location Map



Oct. 30

25-00355F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading).

Background:

The City of Flagler Beach is in receipt of a request to amend the official zoning map for approximately 234+/- acres generally located along the east and west of John Anderson Highway, directly south of State Road 100, amending zoning from the Flagler County designation Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential and rezoning to Master Planned Development (MPD). The applicant request to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns with and is in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, and SB 180.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission approve the Master Planned Development Agreement (MPDA) for Veranda Bay, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the city can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Updated 10062025 Ordinance 2025-24 Veranda Bay MPDA Rezone Staff Report
2. Ordinance 2025-24 Veranda Bay Rezone & MPD Agreement_FINAL DRAFT

3. Application Rezone for submittal
4. BIS 2025-24 VB
5. VB MPD Agreement redlined 12.11.24 vs 9.29.25 versions
6. Veranda Bay_City Commission_11132025 Developers Presentation
7. 25-00355F Affidavit

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Applicant: Michael Chiumento
Property: 234 +/- acres located west of John Anderson and south of SR 100 Veranda Bay
Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Veranda Bay.
Date: September 29, 2025

Applicant requests 234 +/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 234+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

Table of Contents

APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN.....	4
SECTION 1 - RECITALS	4
SECTION 2. OWNER AUTHORIZATION	5
SECTION 3. PROJECT AND MPDA VERANDA BAY MARINA	5
Mixed-Use Development 234 Acres	5
SECTION 4 –MPD REVIEW AND APPROVAL PROCESS.....	5
Section 4. MPD Development Review Process	6
SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN	6
SECTION 6. PERMITTED USES	6
Residential Uses.....	7
Commercial Uses	7
Open Space forty Percent (40%).....	7
SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY	7
SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY	7
SECTION 9. FACILITY COMMITMENTS	8
Pg. 10 of 47 MPDA.....	8
SECTION 10. DEVELOPMENT STANDARDS.....	9
Parking	9
Open Space.....	9
Water/Wastewater/Reuse	9
Transportation	9
Drainage	9
Landscaping, Tree, and Vegetation Protection.....	10
John Anderson Highway Buffer	10
Lighting	10
Fire Protection	10
Utilities.....	11
Interconnectivity.....	11
Wetland Protection	11
Signage.....	11
Temporary Facilities	11
Rental Program	11
Marina	11

Age Restriction.....	12
Accessory Uses	12
SECTION 11. PHASING OF DEVELOPMENT	12
Multiple Phases	12
Roadways.....	12
Clearing/Grading.....	13
SECTION 12. LOT AND BUILDING STANDARDS	13
Residential	13
Commercial and Mixed-Use (residential above)	14
Architectural Style	14
SECTION 13. PERMITS AND APPROVALS.....	15
SECTION 14. DEVELOPMENT FEES	15
SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS.....	16
SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION	17
SECTION 17. NOTICES	17
SECTION 18. SEVERABILITY	17
SECTION 19. SUCCESSORS AND ASSIGNS.....	17
SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.....	17
SECTION 21. TERM/EFFECTIVE DATE.....	17
SECTION 22. RECORDATION.....	17
SECTION 23. THIRD PARTY RIGHTS	17
SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE	17
SECTION 25. ATTORNEYS' FEES.....	17
SECTION 26. FORCE MAJEURE	17
SECTION 27. INDEMNIFICATION	17
SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.....	17
SECTION 29. CAPTIONS.....	17
SECTION 30. EXHIBITS.....	17
SECTION 31. INTERPRETATION	17
SECTION 32. FURTHER ASSURANCES	17
SECTION 33. COUNTERPARTS	17
SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER	17
SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS	17

APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

VERANDA BAY MARINA		
Acres	POD	FLUM
153 acres +/-	A1	Low Density
23 acres +/-	B & C	Low Density
35 acres +/-	E & M	Mixed-Use, Marina, Low Density, Commercial
23.27 acres +/-	F	Low Density
TOTAL 234 Acres		

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Veranda Bay.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Veranda Bay Marina Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **including a marina and amenities**.

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA VERANDA BAY MARINA

Mixed-Use Development 234 Acres

- (a) The Project
- (b) Veranda Bay Marina is a mixed-use, low-density development providing for commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F;*
- Veranda Bay Marina 377 DU
 - 1.6 units per acre gross residential development
 - 3 units an acre per pod
- Marina Village
 - 16,200 SQFT Commercial
- Open Space
 - Minimum of forty percent (40%)

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

- (a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,

- (b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
- (c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
A1	Low Density Single-Family Residential (SFR) Units	122	units	Q4	2022	Q4	2030
B	Low Density Residential Units, Townhomes, Condos or Single Family	58	units	Q4	2026	Q4	2030
C	Low Density Residential Units, Townhomes, Condos or Single Family	45	units	Q4	2027	Q4	2030
E	Multi-Family Condos	152	units	Q4	2026	Q4	2030
	Yacht Club - Commercial	16,200	sq. ft.	Q4	2025	Q4	2030
M	Marina / Yacht Basin	12	Acres	Q4	2025	Q4	2030

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

- (1) modifications to the maximum building height (35') nor
- (2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Commercial or Private Marina
- Ship Store
- Fueling Station
- Personal and Professional Services
- Retail
- Restaurants
- Farmers Markets
- Mooring Docks
- Water Taxi
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Marina Basin
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Veranda Bay Marina Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILITY COMMITMENTS

Pg. 10 of 47 MPDA

- (a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.
- (b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant’s sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:
 - (1) Private Improvements:
 - a. Parking areas
 - b. Utilities
 - c. Master stormwater system
 - d. Sidewalks
 - e. Lighting
 - f. Recreational facilities
 - g. Perimeter buffer
 - h. Landscaping
 - i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown’s impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5’ sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City’s site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

- a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

- b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

- c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

- d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

- e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

- f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
- a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
 - b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
 - c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
 - i. Native materials to be used most as possible.
 - ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
 - iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
 - iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
 - v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. LIST OF DISTINCT TREES and add to DEFINITION page 16 line 8
 - vi. Distinct Tree Mitigation Fee \$25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed \$4000. page 16 line 18

John Anderson Highway Buffer

- (g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

- (h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

- (i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire hydrants shall be shown on all construction documents, technical site plans, and plats. The Project

shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

- (j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

- (k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

- (l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

- (m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

- (n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

- (o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

- (p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

- (i) participate in the FDEP Clean Marina program, and
- (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.

Age Restriction

- (q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

- (r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings*	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height**	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City's existing *Commercial Architectural Design Standards* that are governed by the City's LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles a include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.~~

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. *City DISCLOSURE

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

- (i) the existing community development district,
- (ii) a property owners association or
- (iii) other entity accepted by the LUA.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT
RESOLUTION

SECTION 17. NOTICES

SECTION 18. SEVERABILITY

SECTION 19. SUCCESSORS AND ASSIGNS.

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

SECTION 21. TERM/EFFECTIVE DATE.

SECTION 22. RECORDATION

SECTION 23. THIRD PARTY RIGHTS

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE

SECTION 25. ATTORNEYS' FEES

SECTION 26. FORCE MAJEURE

SECTION 27. INDEMNIFICATION

SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

SECTION 29. CAPTIONS

SECTION 30. EXHIBITS

SECTION 31. INTERPRETATION

SECTION 32. FURTHER ASSURANCES

SECTION 33. COUNTERPARTS

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

**ORDINANCE 2025-24
VERANDA BAY REZONING
APPLICATION NO. PRZ25-0001**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING
MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN
REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

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

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 234 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

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

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Veranda Bay Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____ day of _____ 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____ day
of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Serial Number
25-00351F

Observer

You. Your Neighbors. Your Neighborhood.

Palm CoastObserver.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 Public Notice

in the matter of Ordinance No 2025-23, 2025-24

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

issues of 9/25/2025

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.

Nancy Kay Raymond
Nancy Kay Raymond

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

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24, entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 244 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.
The City Commission proposes to adopt Ordinance No.

2025-24, entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN (FUTURE LAND USE MAP) DESIGNATION FOR APPROXIMATELY 244 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (S1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designations of the property from Agricultural, Conservation, and Mixed Use (High Intensity to Low Density Residential and Commercial). All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 501 S. 2ND STREET, FLAGLER BEACH, FLORIDA 32115.

PLANNING AND ARCHITECTURAL REVIEW BOARD MEETING, OCTOBER 2, 2025 AT 5:00 PM, 1ST FLOOR CITY COMMISSION TUESDAY, OCTOBER 7, 2025 AT 5:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386) 637-3000 EXT. 301.

The public hearing may be continued to a future date or dates. The time and date 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 5:00 PM, or as soon thereafter as possible, in the City Commission chambers located at 501 South Second Street, Flagler Beach, Florida.

If a person desires to appeal any decision made with respect to any matter considered at the above referenced hearing, 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 unable to participate in any of these proceedings should contact the City Clerk's Office at (386) 637-3000 Ext. 301 at least 60 days prior to the hearing. For further information about this request, please call the Planning and Building Department at (386) 637-3000 Ext. 301. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 501 S. DuSable Ave.

Location Map



Rep. 26

35-00351F

Exhibit “C”

Veranda Bay Master Planned Development Agreement

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

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

9 **VERANDA BAY**
10 **MASTER PLANNED DEVELOPMENT AGREEMENT**
11
12

13 **THIS MASTER PLANNED DEVELOPMENT AGREEMENT** (this “Development
14 Agreement”) is made and entered into this ____ day of _____, 2025 by and between the CITY
15 OF FLAGLER BEACH, a Florida municipal corporation (the “City”), with an address at 105 S.
16 Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM
17 COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129
18 Springbank Lane, Suite 201, Charlotte, NC 28226 (“PCI” or the “Declarant”) and VERANDA BAY
19 INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda Bay”).

20 **RECITALS**
21

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

26 B. As negotiated in the 2005 Development Agreement, the owner conveyed
27 approximately 1,100 acres of land designated as environmental lands to Flagler County
28 for the purpose of public services, preservation, conservation, and public recreation for
29 to benefit the citizens of Flagler County. In addition, the owner conveyed to the County

Ordinance No. 2025-24

Page 1 of 47

1 two parcels of land for a public boat ramp and for public safety. These lands conveyed
2 to the County are collectively called the “Public Land”.

3 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
4 land (the “2005 PUD Property”) is permitted to be developed as a mixed-use
5 development with a portion of its (234 acres) having been annexed into the City of
6 Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement

7 D. PCI owns vacant land totaling +/- 93 acres (the “PCI Land”) which was recently
8 annexed into the City of Flagler Beach (**Exhibit “A”**).

9 E. Subsequent to the effective date of the 2005 Development Agreement, PCI properly
10 developed and conveyed a portion of the 2005 PUD Property (the “Approved
11 Properties”; **Exhibit “A”**) to third parties for uses including but not limited to single-
12 family residential lots. The Approved Properties were recently annexed into the City of
13 Flagler Beach.

14 F. Veranda Bay owns vacant land, totaling +/- 58 acres (the “Veranda Bay Land”)
15 which was recently annexed into the City of Flagler Beach (**Exhibit “A”**).

16 G. The Declarant desires to amend the presently approved development plan for the
17 PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the
18 “Subject Property”; **Exhibit “A”**) by creating a single integrated mixed-use community
19 including a marina and amenities.

20 H. PCI has the sole authority to rezone the Subject Property as permitted by law and
21 shall be referred to hereinafter as the “Declarant”.

22 I. The City’s Comprehensive Plan shows the Subject Property, designated as Low
23 Density Residential and Commercial on its Future Land Use Map.

1 J. Based upon the finding of facts and conclusions of law, the City Commission
2 determines that this Development Agreement is consistent with the City's
3 Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR"),
4 and that the conditions, terms, restrictions, and requirements set forth herein are
5 necessary for the protection of the public health, safety, and welfare of the citizens of
6 the City.

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

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

13 M. The Parties, therefore, desire to rezone the Subject Property, making it subject to
14 this Development Agreement.

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

18 **SECTION 1. RECITALS.**

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

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

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

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

9
10 (a) The Declarant shall continue to develop the Subject Property as a mixed-use
11 development generally consistent with the MPD Master Plan (**Exhibit “B”**) hereinafter referred to as
12 the “Project”.

13 (b) This Project is a mixed-use, low-density development focused on providing
14 significant Open Space, including preserved lands. The Project provides for low-density residential
15 development and a marina village. The residential uses shall include multiple types of housing
16 opportunities such as low-density residential development, medium-density multi-family uses, and
17 high-density multi-family uses; none exceeding thirty-five feet (35’) in height. The mixed-use areas
18 identified adjacent to the Intracoastal Waterway (“ICW”) are intended to be developed into a
19 commercial or private marina which may include a ship store, fueling station, restaurants, retail uses,
20 or other commercial uses integrated with medium-density to high-density residential uses. The Project
21 will preserve a minimum of forty percent (40%) of the Project’s area as Open Space, which includes,
22 but is not limited to, preserved lands subject to passive recreation, conservation areas, a marina basin,
23 buffers and wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to
24 the County for (i) preservation, (ii) access to the ICW, and (iii) public safety, the Parties agree that the
25 Project benefits the entire Flagler County community, including the residents of the City of Flagler

Beach. The Project's density and intensity are provided below.

Project	234 ac.
Residential units (max.)	377 units (1.6 units/ac)
Commercial density (max.)	16,000 sq ft
Open Space	>40

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

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

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-__, adopted this Development Agreement affecting the Subject Property.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

(b) This Development Agreement (i) does not affect the entitlements, rights or

responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of the Approved Properties as provided in the 2005 Development Agreement and the Approvals as defined by City of Flagler Beach Ordinance 2025- (the “Pre-Annexation Agreement”).

(c) The development of the Project has commenced, satisfies all timing or phasing requirements by the City’s Comprehensive Plan and LDR, and is therefore deemed to be ongoing. Absent written notice from the Declarant to the City abandoning the Project or terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise agreed to by the parties.

(e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0PL30-0000) previously dedicated to the County, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD

MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change (“Minor Modifications”) and shall be approved by the City Manager or its designee (the “Land Use Administrator” or “LUA”) during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject

Property, provided that: (1) the maximum building height and maximum number of residential units permitted are not exceeded or (2) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) or (2) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract, as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
A-1	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
E	Mixed Use	Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR
F	Residential	SFR and Private Amenity.
M	Mixed Use	Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina

(a) **SFR:** The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units

1 permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be permitted to
2 construct docks in any configuration designated by the Declarant, subject only to State and Federal
3 permitting requirements.

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

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

11 (d) Commercial: This use is to provide areas for general commercial, and office uses
12 to meet the community-wide demand for retail, services, business, and employment opportunities.
13 Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being
14 amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial
15 uses may also include residential uses to establish mixed-use neighborhood nodes consistent with
16 Section 16, below or as provided in Section 6(e).

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

23 (f) Conservation: This use allows areas within the Project to generally remain in their

1 natural vegetative state upon which development may proceed with restrictions. The uses
2 permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation
3 areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use
4 designation shall be permitted on any Tract despite not being designated in the table above.

5 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
6
7 **INTERCONNECTIVITY.**
8

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

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

16 (c) Vehicular and pedestrian access from the Project to Palm Drive shall be expressly
17 prohibited.

18 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**
19

20 The development of the Project shall proceed in accordance with the terms of this
21 Development Agreement. In the event of a conflict between the terms of this Development
22 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail.
23 In the event of an inconsistency or conflict between the terms of this Development Agreement and
24 the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific
25 requirements are not contained in this Development Agreement, the LDR shall apply to the extent
26 that it does not conflict with the provisions of this Development Agreement or the general intent of

1 the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and
2 any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion,
3 to comply with such change to the LDR.

4 **SECTION 9. FACILITY COMMITMENTS.**

5 (a) Unless provided elsewhere in this Development Agreement or other Agreement, the
6 Declarant agrees that the City is not responsible for the construction or creation of public facilities or
7 capacity to facilitate the development within the Subject Property. As a material inducement for
8 entering into this Agreement, the City represents and warrants that it presently has and shall maintain
9 potable water and wastewater capacity for the Project, each of which is estimated to be 111,000
10 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject
11 to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity
12 for the Project, and if such reservation cannot be immediately satisfied by the City when requested
13 by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection
14 from the City, construct private services or obtain such services from other providers including
15 adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into
16 consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee.
17 Additionally, the City discloses the upcoming Parking Plan Assessment and hereby disclose it has yet to
18 assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

19 (b) Private & Public Improvements: The Declarant agrees to construct the
20 following on-site improvements at the Declarant's sole and exclusive expense as a condition of this
21 Development Agreement, and in addition to the payment of all impact fees relating to the
22 development of the Subject Property, unless otherwise provided for herein:
23

24 i. Private Improvements: The parking areas, utilities, master stormwater

1 system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping.

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

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

9 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
10 integrated system of sidewalks to ensure that pedestrians maintain access to all uses, so long as such
11 is reasonable and practicable. The Declarant shall require homeowners to construct community
12 sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may
13 be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in
14 other areas of the Project, as permissible for the purpose of providing recreational opportunities,
15 connectivity, and open space.

16 (d) Stormwater System: The Declarant shall be responsible for designing, permitting,
17 constructing, and maintaining the means of conveyance of stormwater runoff within the Project
18 including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that
19 are necessary to convey and treat stormwater runoff (the “Stormwater System”), as generally depicted
20 on **Exhibit “C”**. This is graphical in nature, subject to change and intended to only provide a
21 conceptual model subject to final permitting including but not limited to the City’s preliminary plat
22 approvals.

23 (e) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
24

1 including the public boating facility land to Flagler County, and (ii) the active and passive recreational
2 obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's
3 Comprehensive Plan and the City's recreational level of service.

4 In addition to the above, the Declarant shall dedicate or cause to be conveyed to the City: (i)
5 a two (2) acre park site with direct access to John Anderson Highway. The parties may mutually agree
6 in writing to the Declarant's design, permitting, and construction of improvements on the
7 aforementioned City park site. In the event such an agreement requires the Declarant to make
8 improvements to the park site, the Declarant shall be entitled to receive City park impact fee credits
9 for the costs of such park improvements.

10 (f) Community Development Districts: The City agrees and acknowledges that
11 the Annexed Property is subject to the Gardens at Hammock Beach Community Development District,
12 Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by
13 Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District
14 pursuant to State law. The City agrees to execute all documents that may be necessary or take any
15 action necessary to transfer the local government jurisdiction to the City, to the extent such may be
16 necessary. The City agrees and acknowledges that it will, in good faith, assist the Declarant, at
17 Declarant's sole discretion, to amend the District's existing boundaries.

18 **SECTION 10. DEVELOPMENT STANDARDS.**
19

20 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless
21 provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be
22 approved by the LUA. The calculation of minimum parking space requirements for the development
23 of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot,
24 so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the

1 Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant
2 provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak
3 hour parking demands and sufficient parking will be provided as required by the LDR. The
4 calculation of minimum parking space requirements for the development of any Tract may be
5 determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-
6 family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

7 (b) Open Space: Minimum open space shall be forty percent (40%) of the Project in its
8 entirety, with a minimum of 42 acres (*17% of the Project*) being dedicated as conservation. Tracts
9 may be developed with less open space, so long as the aforementioned requirement for the Project is
10 maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be
11 approved by the Land Use Administrator. Open space shall be maintained by either the Community
12 Development District, a property owners association, a mutually agreeable conservation easement, or
13 other method satisfactory to the Declarant. Based on the obligations of this Development Agreement
14 and the prior conveyance of the Public Lands, the City's open space requirements provided in its
15 Comprehensive Plan, LDR, and other regulations are satisfied.

16 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, wastewater
17 and reuse improvements being served by the City to the City, pursuant to the City's standard utility
18 agreement. The City shall not charge fees to a community development district or a property owners
19 association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii)
20 for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not
21 require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City
22 issues a building permit for a residential or non-residential structure.

23 (d) Transportation: The Parties accept the traffic study performed by Chindalur
24

1 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are incorporated
2 herein by reference. Notwithstanding, the Declarant shall be obligated to comply with the Florida
3 Department of Transportation requirements for its impacts to SR100. As for impacts to John Anderson
4 Highway, the Declarant shall construct improvements as may be provided in the Transportation Study
5 and as depicted on the MPD Master Plan (“Traffic Improvements”) at such time as deemed necessary
6 in the Transportation Study. The Declarant shall be obligated for all costs of design, permitting, and
7 construction of all required Traffic Improvements identified in the Transportation Study. The Project
8 shall be deemed vested and no additional off-site transportation improvements shall be required by the
9 Declarant.

10 (e) Drainage: The Declarant shall construct and maintain a stormwater
11 management system that provides treatment and attenuation as required by St. Johns River Water
12 Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches shall be
13 designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities
14 shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to
15 a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal
16 agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact
17 satisfies all City requirements, including but not limited to the City’s Comprehensive Plan. As
18 provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with
19 Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall
20 adopt and require construction standards for residential homes to have a finished floor elevation at or
21 above the FEMA 100-year floodplain elevation.
22

23 (f) Landscaping, Tree and Vegetation Protection: For any future development, the
24 Declarant shall cause the recording of an encumbrance or easement on its property adjacent to John

1 Anderson Highway ensuring that the buffer along John Anderson Highway is 100 ft in average width
2 along the eastern side of the right of way.

3 All other landscaping design and requirements shall comply with those standards provided in
4 **Exhibit “D”**, which may be amended from time to time. No potable water shall be used for irrigation
5 after sufficient stormwater or reclaimed water capacity becomes available for the entire Project.
6 Efforts to preserve and enhance the Project’s design will be achieved by the Declarant, through
7 adjustments of building, parking, roadway, and stormwater locations and through supplemental
8 landscaping that will blend with the natural look yet carefully accentuate the residential areas,
9 entrances, and other common spaces. General landscaping around parking lots, roadways, entrances,
10 residential and commercial buildings, and other common areas will be landscaped. Native plant
11 materials may be used when possible. Within future residential common areas, fifty percent (50%) of
12 the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise
13 vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise Florida
14 Landscapes, the Florida Native Plant Society’s list of native landscape plants for Flagler County, A
15 Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable guidelines prepared by the
16 Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife
17 Conservation Commission or Florida Department of Environmental Protection. All ornamental
18 landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan
19 shall allow for further refinement of site development and landscaping.

20 The Declarant shall require (i) three (3) shade trees for each future single-family detached lot.
21 Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed
22 by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously
23 conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as

1 provided in Section 10(b) above, (iii) the Declarant's commitment herein to require three (3) shade
2 trees for each single-family detached lot, (iv) the Declarant's commitment herein to incorporate
3 drought-tolerant vegetation and (v) the Declarant's commitment to a significant investment in a reuse
4 water distribution system, the removal of trees and vegetation shall be allowed to the extent the
5 removal of such is necessary as solely determined by the Declarant, to provide infrastructure,
6 stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation
7 removal shall be required as provided in the paragraph below.

8 During the platting process of individual tracts, the Declarant shall provide the City a tree survey
9 depicting the location of viable specimen trees within the tract being platted as defined by the City's
10 LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees").
11 The Declarant shall make efforts to protect Distinct Trees as part of its design and development of
12 individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees,
13 the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City
14 a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as
15 twenty-five dollars (\$25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation
16 Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the
17 above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not
18 exceed four thousand dollars (\$4,000.00). Diseased or dying trees, as certified by a licensed arborist,
19 may be removed by the Declarant and exempt from mitigation as provided in this section.

20 All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may
21 be removed without mitigation or permit.

22 A Community Development District, Property Owners Association, or Homeowners
23 Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until

1 sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state
2 or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual
3 single-family lots.

4 (g) John Anderson Buffer. For any future development, the Declarant shall cause the
5 recording of an encumbrance or easement on its property adjacent to John Anderson Highway
6 ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width
7 along the eastern side of the right of way.

8 (h) Lighting: For all future development phases, lighting, including but not limited to all
9 pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply
10 with the LDR, unless otherwise agreed to by the LUA.

11 (i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre
12 parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.
13 Fire protection requirements for the Project will be met through a system of fire hydrants installed on
14 the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall
15 be shown on all construction documents, technical site plans, or preliminary plats. The Project shall
16 comply with the City's fire protection requirements. The City will provide fire protection services to
17 the Project in accordance with established local response agreements.

18 (j) Utilities: The Declarant shall be responsible for any costs associated with the
19 extension of City utilities to the Subject Property that may be required to serve this Project.

20 (k) Interconnectivity and Access: All units within the Project shall be interconnected
21 by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall
22 provide and maintain the minimum number of access drives onto John Anderson Highway, as
23 generally depicted on the MPD Master Plan.

1 (l) Wetland Protection and Management:

2
3 (i) Purpose and Intent

4
5 The purpose of this section is to provide protection, maintenance, enhancement, and
6 sustainable utilization of wetlands and associated upland buffers within the Project in a manner that
7 reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best
8 environmental practices. This approach balances ecological sustainability with efficient land
9 development, promoting no net loss of wetland functions while allowing for practical site design.
10 Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic
11 values, consistent with oversight from agencies such as the SJRWMD and FDEP.

12 (ii) Wetland Identification and Survey

13
14 All wetlands within the MPD shall be identified using the methodology outlined in the
15 Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal
16 marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside
17 ditches, conveyance swales, utility-related drainage features, and stormwater management systems
18 are exempt from these regulations.

19 Wetland delineations shall be conducted by a qualified Florida environmental
20 professional, and boundaries shall be surveyed by a Florida registered land surveyor, including
21 topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required
22 upland buffer boundary. This information shall be incorporated into all subdivision plats, and
23 development applications submitted for approval.

24 (iii) Allowed Activities and Development in Wetlands and Buffers

1 To facilitate reasonable development while preserving wetland integrity, the following
2 activities are permitted within wetlands and required upland buffers, provided they do not result in
3 adverse impacts to wetland functions:

4 • Authorized wetland restoration, enhancement, monitoring, or mitigation
5 activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers
6 (ACOE).

7 • Elevated walkways, paths, nature trails, hiking trails, or walking paths not
8 exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
9 natural materials, or open grid systems.

10 • Minor drainage structures such as swales or outfall pipes.

11 • Pruning or planting of suitable native vegetation, including removal of exotic
12 and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant
13 List).

14 • Manual clearing with hand tools of vegetation on single parcels, maintaining
15 ecological functions like wildlife habitat and nutrient filtration.

16 • Bona fide agricultural, fire control, silviculture, and mosquito control activities
17 following best management practices from relevant state agencies.

18 • Utility facilities, including crossings, easements, or rights-of-way for service
19 provision.

20 • Custodial maintenance of stormwater management systems.

21 • Driveway installations for single-family units in existing subdivisions where
22 wetland crossings are the only access point, maintaining hydrologic connections and using
23 best management practices.

1 • Activities qualifying for de minimis alterations under state general permits or
2 Florida Statutes.

3 • Wetland impacts for access to permissible uses or linear projects, following an
4 approved alternatives analysis for avoidance and minimization, including Florida Department
5 of Transportation projects.

6 All allowed activities must comply with applicable landscaping and tree protection as
7 provided for in this Agreement.

8 (iv) Measures to Avoid or Minimize Wetland Impacts

9 Development within the Subject Property shall prioritize avoidance and minimization
10 of wetland impacts through practicable design modifications. Modifications shall not require
11 fundamental changes to project type or function, nor shall they include economically unviable or
12 technically infeasible options that endanger public safety. Stormwater management systems must not
13 cause net adverse impacts on wetland or surface water functions unless offset by appropriate
14 mitigation per state requirements.

15 An alternatives analysis shall be conducted for optimal and moderate wetlands (as
16 defined herein) to demonstrate avoidance and minimization efforts.

17 (v) Wetland Impact Review and Mitigation

18 Wetland impacts shall be categorized based on quality assessments and require the
19 following analysis and mitigation:

20

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City

		boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed and activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(vii) Lot Clearing and Development Permits

Prior to lot clearing or development, applicants shall submit:

- A survey delineating wetland and buffer lines.
- Documentation from a qualified environmental professional confirming no detriment to buffer functions.
- Plans for preserving or replanting native vegetation in buffers, as applicable.
- Clearing approvals must also comply with tree and vegetation removal guidelines provided for in this Agreement. Development permits, to the extent required, shall incorporate SJRWMD, FDEP and ACOE approvals for wetland-related activities.

(m) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet.

(ii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iii) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction but shall meet the height restrictions set forth above.

1 (iv) Entrance Features. Walls, architectural icons, water features, landforms,
2 landscaping, or other effects that announce and signify arrival are permitted for the signage on the
3 Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
4 measured from the bottom to the top of the sign copy area.

5 (v) Ground signage provided for in this section shall be permitted to be
6 constructed in the public right of way.

7 (n) Temporary Facilities/Model Homes: Temporary support facilities shall be
8 permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers
9 and real estate offices shall be transitioned into a permanent use within the Project. This time period
10 may be extended for successive periods of three (3) years by the LUA. Temporary support facility
11 approval and extension shall be processed by the LUA. The initial application for temporary support
12 facilities will be reviewed and approved by City Staff. Following City Staff approval, a building
13 permit application will be submitted to the City Building Department for review and approval.
14 Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up
15 to five (5) Model Homes can be constructed, occupied, and operated as sales centers for each Tract of
16 the Project. Sales and leasing activities shall be limited to properties located within the Project.
17 Construction and Certificates of Occupancies shall be issued consistent with the City and State rules,
18 regulations, and codes for residential structures. Model homes shall not be deemed commercial
19 activities. The City shall permit the construction of Model Homes during the development of a Tract
20 so long as a stabilized subbase of an adjacent roadway is available.

21 (o) Rental Program: Developer reserves the right to place all or any portion of the
22 Project's Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort
23 condominium rental programs operated by Declarant, its affiliates or any third-party rental program
24

operators approved by the Declarant. Otherwise, short-term vacation rentals shall be prohibited.

(p) Marina: The design, permitting and construction of the Marina located on Tract M shall only be governed by permits issued by State and Federal agencies. Future operations and maintenance shall be governed by City regulations to the extent they are not in conflict with State or Federal laws. The City agrees that said permits shall be deemed to be consistent with the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks. Accessory uses and structures will be allowed in accordance with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a

1 swimming pool be located closer than five (5) feet from the side and rear property line. Air
2 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
3 utility service features may be located in any required side or rear yard up to a minimum two (2)
4 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
5 within the required front yard.

6 **SECTION 11. PHASING OF DEVELOPMENT.**

7 (a) The Project may be developed in multiple phases. Prior to the issuance of any permit
8 for any phase of the Project (and prior to any construction of any improvement, building, or structure
9 on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant
10 phase. Each Tract of the Project will include infrastructure to support the proposed uses, including
11 water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All
12 infrastructure necessary to support each phase that is constructed on the Subject Property shall be
13 constructed concurrently with, or prior to construction of that phase of the Project, as approved by
14 the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle
15 access and turnarounds shall be provided at all times.

16 (b) Roadways shall be constructed concurrently with development of adjacent lots to
17 ensure that contiguous roadways are available at all times prior to the issuance of any building permits
18 for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be
19 constructed adjacent to each residential lot at the time the home is constructed and prior to the
20 Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.
21 Model Homes shall be exempt from this standard until no longer being used as such at which time
22 the owner shall construct the required sidewalk.

23 (c) The City may issue permits for clearing, grading, and earthwork for portions of the

Subject Property before approving final construction plans; however, all Federal and State permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings*	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height**	35'	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10 (r), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	60’**
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0’
Min. Bldg. Street-Side Setback	10’
Min. Bldg. Front Setback	10’
Max. Bldg. Height**	35’
Min. Bldg. Rear Setback	10’
Minimum Bldg. Setback to MPD Property Line	20’
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) **Mixed-Use Dimensional Standards:** If a mixed-use is being developed for both residential and commercial uses on the same Lot, then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) **Architecture:** All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City’s LDR.

1 **SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER**
2 **SEQUENCING.**

3
4 (a) The failure of the Development Agreement to address any specific State or Federal
5 permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying
6 with the law governing said permitting requirements, conditions, terms, or restrictions.

7 (b) All required City, County, State, or Federal permits shall be obtained prior to
8 commencement of construction. This Development Agreement is not a Preliminary Plat approval,
9 and the Declarant remains responsible for complying with all provisions of the LDR, unless provided
10 elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for
11 any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the
12 Declarant may convey a Tract by metes and bounds and without platting.

13 (c) Open burning shall be prohibited during development and property owners shall be
14 subject to the City's LDR.

15 **SECTION 14. DEVELOPMENT FEES.**

16 The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may
17 in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be
18 subject to all fees in effect at the time of permitting. Notwithstanding the above, the Declarant shall not
19 be charged impact fees for the marina wet slips or dry slips.

20 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

21
22 To ensure the long-term maintenance and control of common areas, the Declarant shall
23 dedicate such areas to (i) the existing community development district, (ii) a property owners
24 association or (iii) other entity accepted by the LUA.

1 **SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
2
3 **CONFLICT RESOLUTION.**

4
5 (a) In the event of a breach of this Agreement by either Party, the other party hereto shall
6 have all rights and remedies allowed by law, including the right to specific performance of the
7 provisions hereof.

8 (b) In the event that a dispute arises between the Parties, the City and Declarant shall
9 attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit
10 mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of
11 either party making a written request to the other. If the Parties fail to agree to a mediator, a certified
12 mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

13 **SECTION 17. NOTICES.**

14 (a) All notices required or permitted to be given under this Development Agreement
15 must be in writing and must be delivered to the City or the Declarant at its address set forth below (or
16 such other address as may be hereafter designated in writing by such party).

17 (b) Any such notice must be personally delivered, sent by certified mail, or overnight
18 courier

19 (c) Any such notice will be deemed effective when received (if sent by hand delivery
20 receipt required) or on that date which is ten (10) days after such notice is deposited in the United
21 States mail (if sent by certified mail).

22 (d) The Parties' addresses for the delivery of all such notices are as follows:

23
24 As to the City: City Manager
25 City of Flagler Beach
26 City Hall
27 105 S. 2nd Street
28 Flagler Beach, FL 32136
Ordinance No. 2025-24
Page 29 of 47

1
2 As to the Declarant: Palm Coast Intracoastal, LLC
3 Attn: Kenneth Belshe
4 3129 Springbank Lane, Ste 201
5 Charlotte, NC 28226
6

7 As to Veranda Bay: Veranda Bay Investments, LLC
8 Attn: Kenneth Belshe
9 3129 Springbank Lane, Ste 201
10 Charlotte, NC 28226
11

12 With copies to: Michael D. Chiumento III, Esq.
13 Chiumento Law, PLLC
14 145 City Place, Suite 301
15 Palm Coast, FL 32164
16

17 **SECTION 18. SEVERABILITY.**
18

19 The terms and provisions of this Development Agreement are not intended to be severable,
20 unless any term or provision shall be found to be invalid or illegal, in which case the remaining
21 portions of the Development Agreement shall remain valid and binding on the Parties.

22 **SECTION 19. SUCCESSORS AND ASSIGNS.**
23

24 This Development Agreement and the terms and conditions hereof shall be binding upon and
25 inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms
26 and conditions of this Development Agreement shall similarly be binding upon the Subject Property
27 and shall run with the land and the title to the same.

28 (b) This Development Agreement touches and concerns the Subject Property.

29 (c) The Declarant has expressly covenanted and agreed to this provision and all other
30 terms and provisions of this Development Agreement.

31 **SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**
32

33 (a) This Development Agreement shall be governed by and construed in accordance with
34 the laws of the State of Florida.

1 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler
2 County, Florida, or the Middle District if in Federal court.

3 (c) The Declarant shall fully comply with all applicable State, and Federal
4 environmental regulations and all other laws of similar type or nature.

5 (d) If State or Federal laws are enacted after execution of this Development Agreement
6 which are applicable to and preclude the Parties' compliance with this Development Agreement, this
7 Development Agreement shall be modified as necessary to comply with the relevant law.

8 **SECTION 21. TERM/EFFECTIVE DATE.**

9
10 (a) This Development Agreement shall be effective upon approval by the City
11 Commission and execution of this Development Agreement by all Parties (the "Effective Date").

12 (b) This Development Agreement will expire thirty (30) years from the Effective Date
13 unless renewed in writing by the Parties.

14 **SECTION 22. RECORDATION.**

15
16 Upon approval by the City Commission and execution of this Development Agreement by all
17 Parties, this Development Agreement and any and all amendments hereto shall be recorded by the
18 City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution
19 by the City, and the Development Agreement shall run with the land. The Declarant shall pay the
20 costs to record this Development Agreement.

21 **SECTION 23. THIRD PARTY RIGHTS.**

22
23 This Development Agreement is not a third-party beneficiary contract, and shall not in any
24 way whatsoever create any rights on behalf of any third party.

25 **SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

1
2 (a) Strict compliance shall be required with each and every provision of this
3 Development Agreement. The Parties agree that each has the remedy of specific performance of these
4 obligations.

5 (b) Time is of the essence to this Development Agreement, and every right or
6 responsibility required herein shall be performed within the times specified.

7 **SECTION 25. ATTORNEYS' FEES.**

8
9 In the event of any action to enforce the terms of this Development Agreement, the prevailing
10 party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred,
11 whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

12 **SECTION 26. FORCE MAJEURE.**

13
14 The Parties agree that in the event that the failure by either party to accomplish any action
15 required hereunder within a specific time period ("Time Period") constitutes a default under terms of
16 this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event
17 or condition beyond the control of such party, including, but not limited to: acts of God, acts of
18 government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots,
19 civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings
20 beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event");
21 then notwithstanding any provision of this Development Agreement to the contrary, that failure shall
22 not constitute a default under this Development Agreement and any Time Period prescribed
23 hereunder shall be extended by the amount of time that such party was unable to perform solely due
24 to the Uncontrollable Event.

25 **SECTION 27. INDEMNIFICATION.**

1 The Declarant shall indemnify and save the City harmless from and against any and all
2 damages caused solely by the Declarant's development of the Subject Property as provided in this
3 Development Agreement. This provision shall exclude any damages arising out of a third party
4 challenging this Development Agreement or any development order issued by the City affecting the
5 Subject Property as defined by State statute.

6
7 **SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT**
8
9 **AGREEMENT.**

10
11 (a) This Development Agreement shall continue to be enforceable, unless lawfully
12 terminated, notwithstanding any subsequent changes in any applicable law.

13 (b) The failure by the Declarant to perform its material obligations hereunder shall
14 constitute a default, entitling the City to pursue whatever remedies are available to it under Florida
15 law or equity, including, without limitation, an action for specific performance and/or injunctive
16 relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any
17 action or terminating this Development Agreement as a result of a default under this Development
18 Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of
19 said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to
20 the reasonable satisfaction of the City prior to the City filing an action or terminating this
21 Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable
22 period in which to cure the default, the cure period shall be extended to such cure period acceptable
23 to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial
24 notification of default. Upon the judicial termination of the Development Agreement, the Declarant
25 shall immediately be divested of all rights and privileges granted hereunder.

1 **SECTION 29. CAPTIONS.**

2
3 Sections and other captions contained in this Development Agreement are for reference
4 purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or
5 intent of this Development Agreement, or any provision hereof.

6 **SECTION 30. EXHIBITS.**

7 Each exhibit referred to and attached to this Development Agreement is an essential part of
8 this Development Agreement. The exhibits and any amendments or revisions thereto, even if not
9 physically attached hereto, shall be treated as if they are part of this Development Agreement.

10 **SECTION 31. INTERPRETATION.**

11
12 (a) The Declarant and the City agree that all words, terms and conditions contained herein
13 are to be read in concert, each with the other, and that a provision contained under one (1) heading
14 may be considered to be equally applicable under another in the interpretation of this Development
15 Agreement.

16 (b) This Development Agreement shall not be construed more strictly against either party
17 on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this
18 Development Agreement.

19
20
21
22 **SECTION 32. FURTHER ASSURANCES.**

23
24 Each party agrees to sign any other and further instruments and documents consistent herewith
25 as may be necessary and proper to give complete effect to the terms of this Development Agreement.

26 **SECTION 33. COUNTERPARTS.**

27
28 This Development Agreement may be executed in any number of counterparts, each of which

1 shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same
2 document.

3 **SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

4
5 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
6 provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This
7 Development Agreement shall not be modified or amended except by written agreement executed by
8 all Parties hereto and upon approval of the City.

9 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed a
10 waiver of any such right and shall not affect the right of such party to exercise at some future date any
11 such right or any other right it may have.

12 **SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

13
14 This Development Agreement constitutes the entire agreement between the Parties and
15 supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as
16 between the Parties relating to the subject matter of this Development Agreement.

17
18
19 *(SIGNATURES INTENTIONALLY TO NEXT PAGE)*

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

“DECLARANT”

PALM COAST INTRACOASTAL, LLC

By: _____

William G. Allen, Jr., Manager

Witness Signature

Print _____

Print Witness Name

Address: _____

Witness Signature

Print _____

Print Witness Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

WITNESSES:

“VERANDA BAY”
VERANDA BAY INVESTMENTS, LLC

By: _____
William G. Allen, Manager

Witness Signature

Print _____
Print Witness Name
Address: _____

Witness Signature

Print _____
Print Witness Name
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen,, Manager, of VERANDA BAY, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

**PALM COAST INTRACOASTAL, LLC
LEGAL DESCRIPTION**

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

**APPROVED PROPERTIES
LEGAL DESCRIPTION**

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10"

EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT "B"

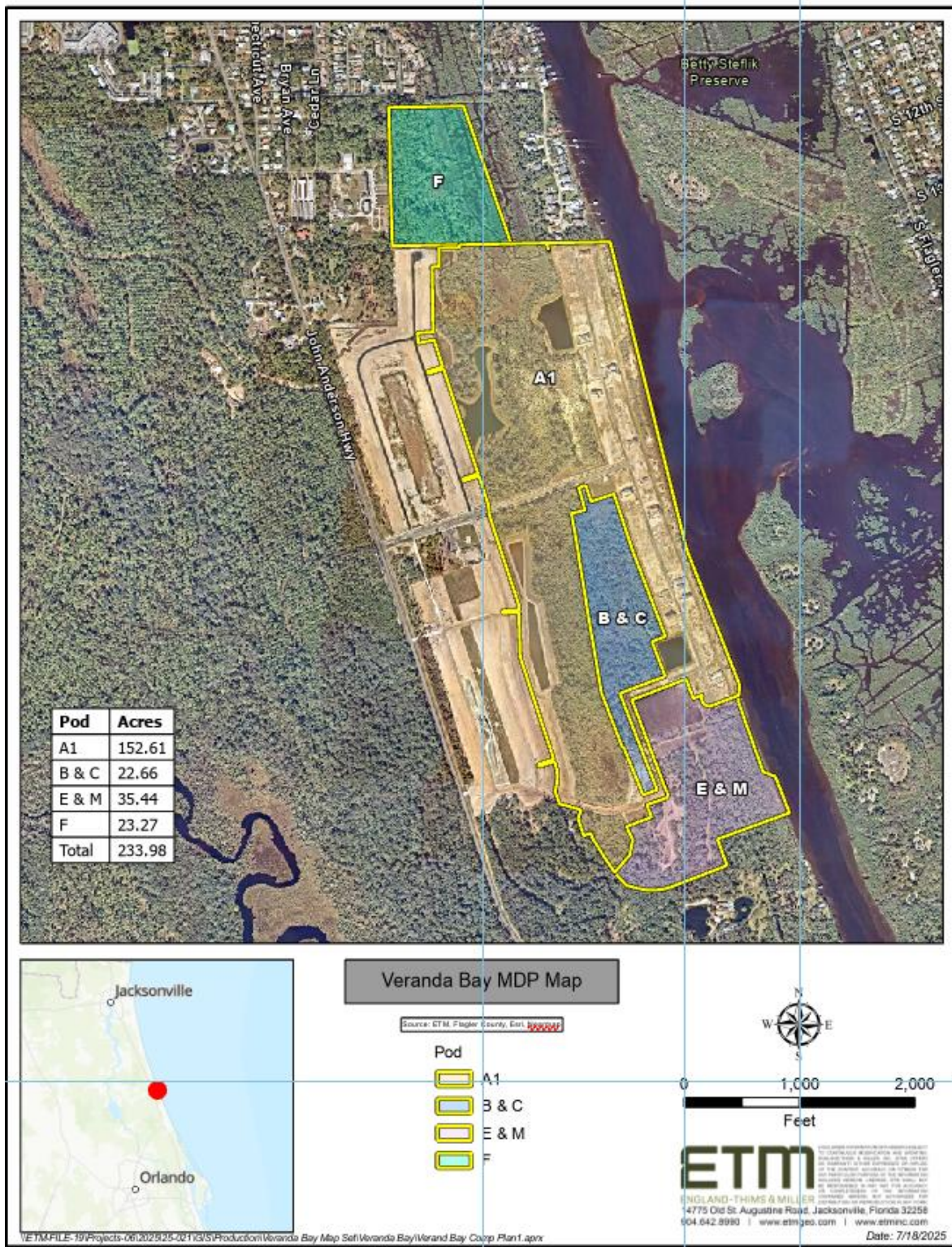
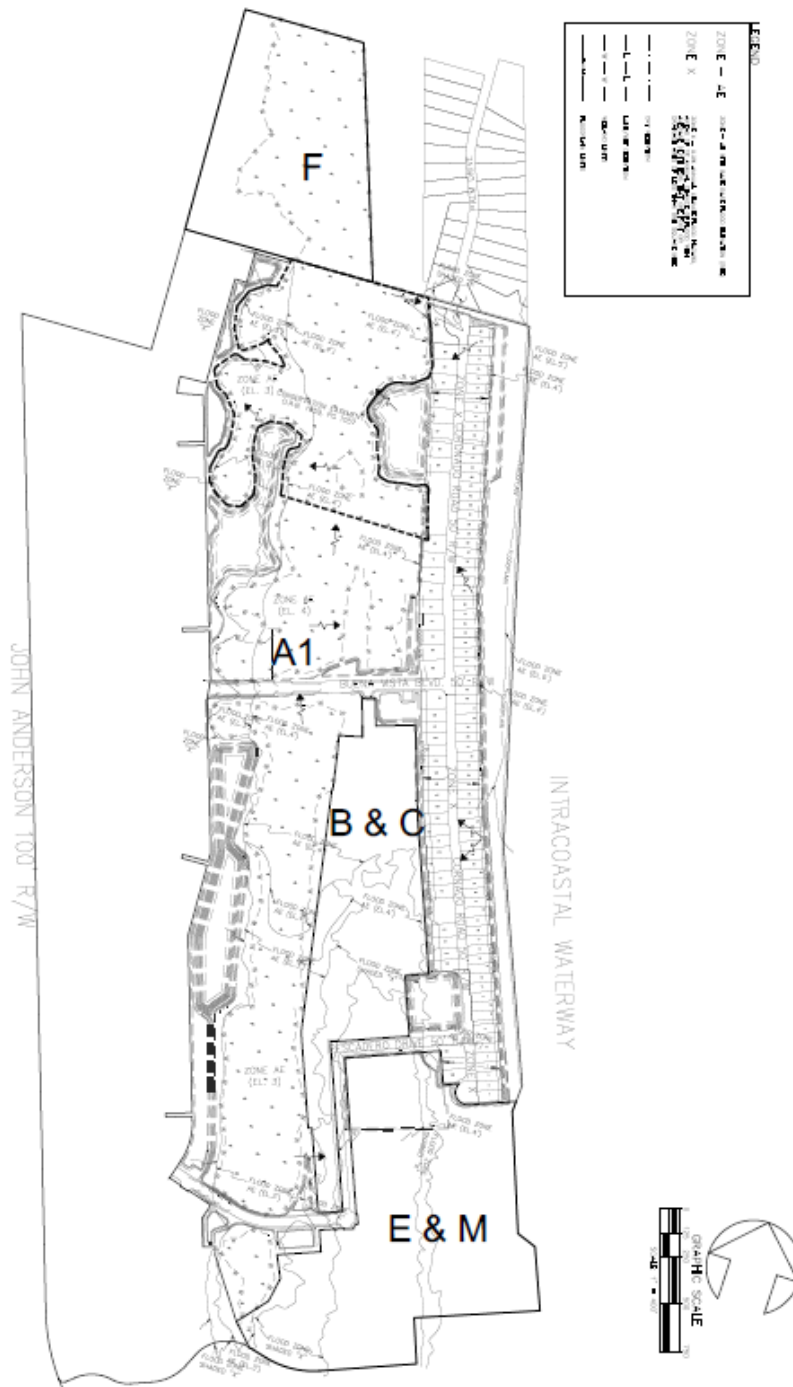


EXHIBIT "C"



76 VERANDA BAY - MPD MASTER DEVELOPMENT PLAN MPD - MASTER DRAINAGE PLAN	F VERANDA BAY - MPD MASTER DEVELOPMENT PLAN MPD - MASTER DRAINAGE PLAN	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS 1722 HUNTERS HILL ROAD, SUITE 100, HOUSTON, TEXAS 77056 TEL: 281.416.1111 FAX: 281.416.1112 WWW.PMA-INC.COM	DATE: 10/1/2011 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]
---	---	---	--

EXHIBIT “D”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☒ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$ _____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name: _____

Section: _____ Block(s): _____ Lot(s): _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, #201 Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

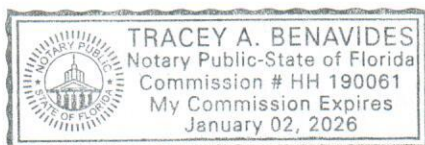
Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen, Jr.

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)
Signature of Notary Public, State of Florida





BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. _____

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE** |
| ☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.		COMPANY: Chiumento Law, PLLC
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900		EMAIL: Michael3@legalteamforlife.com

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: ETM
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296		EMAIL: HagaL@etminc.com

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411		EMAIL: kenbelshe@yahoo.com

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC



William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property [Parcel ID Number(s)] See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

[Signature]
Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA

COUNTY OF CONNER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC (property owner),
☐ by means of physical presence or ☐ online notarization; and ☒ who is personally known to me or ☐ who has produced
_____ as identification, and who executed the foregoing instrument and
sworn an oath on this 16th day of July, 20 25.



Tracey A. Benavides
Notary Public

EXHIBIT "A"

VERANDA BAY APPROVED PROPERTIES

LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**VERANDA BAY
PROPERTIES OWNED BY PALM COAST INTRACOASTAL, LLC**

LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

VERANDA BAY
PROPERTIES OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A

CENTRAL ANGLE OF $90^{\circ}22'02''$; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH $24^{\circ}11'07''$ EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH $21^{\circ}21'56''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}10'11''$; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $74^{\circ}57'14''$ WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH $20^{\circ}59'54''$ WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH $24^{\circ}00'06''$ EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $69^{\circ}00'06''$ EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH $20^{\circ}54'52''$ EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH $69^{\circ}00'06''$ EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF $140^{\circ}24'30''$; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $41^{\circ}16'28''$ EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH $69^{\circ}00'58''$ EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT “B”

Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)
Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000
12-12-31-0000-04020-0020 (North of Phase 1A - with conservation)
13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation
13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)
13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)
13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)
38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD
38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)
38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)
38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)
38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)
38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)
38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)
38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)
38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)
38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)
38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)
38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT

38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)
13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)
38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)
13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.
13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)
13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)
13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)
13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)
13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT
13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT
13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.
38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)
38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)
38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)
Lots 43 through 98, Phase 1A Plat
Lots 1 through 42 and 99 through 122, Phase 2A Plat

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

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

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

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

9 **VERANDA BAY**

10 **~~AMENDED AND RESTATED~~**

11 **MASTER PLANNED DEVELOPMENT AGREEMENT**
12
13

14
15 **THIS ~~AMENDED AND RESTATED~~ MASTER PLANNED DEVELOPMENT**

16
17 **~~AGREEMENT~~**; (this “Development Agreement”) is made and ~~executed~~entered into this ____ day
18 _____ of

19 _____, 2024 _____, 2025 by and between the CITY OF FLAGLER BEACH, a
20 Florida

21 _____ municipal corporation (the “City”), with an address at 105 S. Second St., Flagler Beach, Florida,
22 32136, and the master developer of the Subject Property, PALM COAST INTRACOASTAL, LLC,
23 a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte,
24 NC 28226 (~~The “Declarant~~(“PCI” or the “Declarant”) and VERANDA BAY INVESTMENTS, LLC,
25 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda Bay”)).

26 **RECITALS:**
27

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

32 B. As negotiated in the 2005 Development Agreement, the owner conveyed

Ordinance No. 2024

Page 1 of 55

- 1 approximately 1,100 acres of land designated as environmental lands to Flagler County
- 2 for the purpose of public services, preservation, conservation, and public recreation for

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

4 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
5 land (the “2005 PUD Property”) is permitted to be developed as a mixed-use
6 development ~~and was with a portion of its (234 acres) having been~~ annexed into the
7 City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement
8 ~~(Exhibit “A”).~~

9 D. ~~The Declarant also~~ PCI owns ~~two parcels of a vacant~~ land, totaling +/- 54.893 acres,
10 ~~(the “PCI Land”)~~ which ~~are located directly adjacent to the PUD Property was recently~~
11 ~~annexed into the City of Flagler Beach (Exhibit “A”) within the City (the “Declarant~~
12 ~~Parcel”)~~ and which have a land use designation of residential uses.”).

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

17 F.E. Subsequent to the effective date of the 2005 Development Agreement, ~~the~~
18 ~~Declarant~~ PCI properly developed and conveyed a portion of the 2005 PUD Property
19 (the “Approved Properties”; **Exhibit “BA”**) to third parties for uses including but not
20 limited to single-family residential lots. ~~The Approved Properties were recently~~
21 ~~annexed into the City of Flagler Beach.~~

22 ~~F. The Declarant~~ Veranda Bay owns vacant land, totaling +/- 58 acres (the “Veranda
23 Bay Land”) which was recently annexed into the City of Flagler Beach (**Exhibit “A”**).

Ordinance No. 2024

Page 3 of 55

1 G. The Declarant desires to amend the presently approved development plan for the
2 PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the
3 “Subject Property”; Exhibit “A”) by creating a single integrated mixed-use community
4 including a marina and amenities.

5 G.H. PCI has the sole authority to ~~amend the terms and conditions of the 2005~~
6 ~~Development Agreement~~ rezone the Subject Property as permitted by law; and shall be
7 referred to hereinafter as the “Declarant”.

8 H.I. The City’s Comprehensive Plan shows the Subject Property, ~~infra~~, designated as
9 Low Density Residential and Commercial on its Future Land Use Map.

10
11 I.J. Based upon the finding of facts and conclusions of law, the City Commission
12 determines that this Development Agreement is consistent with the City’s
13 Comprehensive Plan, the City’s Land Development Regulations (~~2024~~2025) (the
14 “LDR”), and that the conditions, terms, restrictions, and requirements set forth herein
15 are necessary for the protection of the public health, safety, and welfare of the citizens
16 of the City.

17 J.K. The City Commission further finds that this Development Agreement is
18 consistent with an exercise of the City’s powers under the *Municipal Home Rule*
19 *Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*,
20 Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City’s
21 police powers.

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

Ordinance No. 2024

Page 4 of 55

1 L.M. The Parties, therefore, desire to ~~amend and restate the 2005~~rezone the Subject
2 Property, making it subject to this Development Agreement ~~affecting the Subject~~
3 ~~Property.~~

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

7 **SECTION 1. RECITALS.**

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

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

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

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

9
10 (a) The Declarant shall continue to develop the Subject Property as a mixed-use
11 development generally consistent with the MPD Master Plan (**Exhibit “CB”**) hereinafter referred to
12 as the “Project”.

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

~~Ordinance No. 2024~~

Page 6 of 55

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

Project	<u>899234</u> ac.
Residential units (max.)	<u>2200377</u> units (<u>2.41.6</u> units/ac)
Commercial density (max.)	<u>65016,000</u> sq ft
Open Space (40%)	<u>>300 ac.40</u>

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

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

3 The City Commission, at its regular meeting on _____, ~~2024~~2025 and
4 pursuant to Ordinance ~~2024~~2025-, adopted this Development Agreement affecting the Subject
5 Property.

6 (a) The MPD Master Plan generally depicts the layout of the Project and delineates the
7 approximate property boundaries, ~~Spine Road (as defined below)~~, Project entrances, general location
8 of Tracts and intended uses, all of which may be further refined in the future at the discretion of the
9 Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive
10 Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06- and
11 can proceed directly to applications for preliminary plat or site plan approval

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

15 ~~(b)~~(c) This Development Agreement (i) does not affect the entitlements, rights or
16 responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of
17 the Approved Properties as provided in the 2005 Development Agreement and the Approvals as
18 defined by City of Flagler Beach Ordinance ~~2024~~2025- (the "Pre-Annexation Agreement").

19 ~~(b)~~(c) The development of the Project has commenced, satisfies all timing or phasing
20 requirements by the City's Comprehensive Plan and LDR, and is therefore deemed to be ongoing.
21 Absent written notice from the Declarant to the City abandoning the Project or terminating this
22 ~~terminating this~~ Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event
23 development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise

Ordinance No. 2024

Page 8 of 55

1 agreed to by the parties.

2 (e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any
3 portion of those Public Lands (13-12-31-2850-0PL30-0000; ~~13-12-31-2850-0FD20-0010 and 13-12-~~
4 ~~31-2850-0PL20-0000~~) previously dedicated to the County-, the Parties shall in good faith annex such
5 into the City, amend its land use designation and rezone the property in a manner that is consistent
6 with adjacent lands owned by the Declarant or its assigns.

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

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

Ordinance No. 2024

Page 9 of 55

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

SECTION 6. PERMITTED USES.

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

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
<u>A-1</u>	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
D	Residential	SFR, Town House, Multi-family
E	Commercial <u>Mixed Use</u>	Mixed-Use, Commercial, Town House, Multi-family, Marina, <u>SFR</u>
F	Residential	SFR, Town House, Multi-family <u>SFR and Private Amenity.</u>
G	Residential	SFR, Town House, Multi-family
H	Residential	SFR, Town House, Multi-family
IM	Commercial <u>Mixed Use</u>	Mixed-Use, <u>SFR</u> , Commercial, Town House, Multi-family, <u>Marina</u>
J1 & J2	Commercial	Mixed-Use, Commercial, Town House, Multi-family
K	Residential	SFR, Town House, Multi-family
L	Residential	SFR
M	Residential	SFR

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide

areas for detached single-family dwellings and accessory use, including ancillary dwelling units permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be permitted to

1 construct docks in any configuration designated by the Declarant, subject only to State and Federal
2 permitting requirements. ~~SFR uses adjacent to Bulow Creek shall be prohibited from constructing~~
3 ~~docks along Bulow Creek.~~

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

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

11 (d) Commercial: This use is to provide areas for general commercial, and office uses
12 to meet the community-wide demand for retail, services, business, and employment opportunities.
13 Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being
14 amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial
15 uses may also include residential uses to establish mixed-use neighborhood nodes consistent with
16 Section 16, below: or as provided in Section 6(e).

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

23 (f) Conservation: This use allows areas within the Project to generally remain in their

Ordinance No. 2024

Page 11 of 55

1 natural vegetative state upon which development may proceed with restrictions. The ~~uses~~
2 permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation
3 areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use
4 designation shall be permitted on any Tract despite not being designated in the table above.

5 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
6
7 **INTERCONNECTIVITY.**
8

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

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

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

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

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

25 The development of the Project shall proceed in accordance with the terms of this
26 Development Agreement. In the event of a conflict between the terms of this Development

1 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail.
2 In the event of an inconsistency or conflict between the terms of this Development Agreement and
3 the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific
4 requirements are not contained in this Development Agreement, the LDR shall apply to the extent
5 that it does not conflict with the provisions of this Development Agreement or the general intent of
6 the MPD Master Plan. Moreover, the Parties agree that the City's LDR (~~2024~~2025) shall be applied
7 and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole
8 discretion, to comply with such change to the LDR.

9 **SECTION 9. FACILITY COMMITMENTS.**

10 (a) Unless provided elsewhere in this Development Agreement or other
11 ~~agreement~~Agreement, the Declarant agrees that the City is not responsible for the construction or
12 creation of public facilities or capacity to facilitate the development ~~of~~within the Subject Property.
13 As a material inducement for entering into this Agreement, the City represents and warrants that it
14 presently has and shall maintain potable water and wastewater capacity for the Project, each of which
15 is estimated to be ~~850~~111,000 gallons per day, and the failure to provide such shall be deemed a
16 breach of this Agreement, subject to damages. Therefore, the City shall reserve sufficient potable,
17 wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately
18 satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its
19 sole discretion and without objection from the City, construct private services or obtain such services
20 from other providers including adjacent municipalities. The City discloses that Veranda Bay and
21 Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to
22 implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment and
23 hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry,

Ordinance No. 2024

Page 13 of 55

1 and wet slips.

2 (b) Private & Public Improvements:—The Declarant agrees to construct the
3
4 following on-site improvements at the Declarant's sole and exclusive expense as a condition of this
5 Development Agreement, and in addition to the payment of all impact fees relating to the
6 development of the Subject Property, unless otherwise provided for herein:

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

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

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

16 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
17 integrated system of sidewalks to ensure that pedestrians maintain access to all uses-, so long
18 as such is reasonable and practicable. The Declarant shall require homeowners to construct
19 community sidewalks a minimum of five (5) feet wide on at least one side of the internal
20 roadway system, as may be determined by the Declarant. In addition, the Declarant may
21 provide stabilized pedestrian trails in other areas of the Project, as ~~permitted by governmental~~
22 ~~permits~~permissible for the purpose of providing recreational opportunities, connectivity, and
23 open space. ~~Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the~~
24 ~~Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD~~
25

Ordinance No. 2024

Page 14 of 55

1 ~~Master Plan and Exhibit “E”.~~

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

10 ~~(e) Spine Road Construction. If after the 600th home is completed within the residential areas of~~
11 ~~Veranda Bay, the construction of the Spine Road connection from State Road 100 to John Anderson~~
12 ~~Highway is not completed, no further building permits will be issued for new home construction until~~
13 ~~the Spine Road construction is complete. However, in no event shall the City refuse to issue building~~
14 ~~permits for those residential lots identified by Flagler County’s approval of Application #3210, the~~
15 ~~Preliminary Plat for the Hammock Beach River Club PUD (a/k/a the Gardens PUD)...~~

16 ~~(f)(d)~~ Stormwater System: The Declarant shall be responsible for designing, permitting,
17 constructing, and maintaining the means of conveyance of stormwater runoff within the Project
18 including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that
19 are necessary to convey and treat stormwater runoff (the “Stormwater System”), as generally depicted
20 on **Exhibit “FC”**. This is graphical in nature, subject to change and intended to only provide a
21 conceptual model subject to final permitting including but not limited to the City’s preliminary plat
22 approvals.

23 ~~(g)(e)~~ Parks And Recreation: -Given (i) the prior conveyance of the Public Lands,

1 including the public boating facility land to Flagler County, and (ii) the active and passive recreational
2 obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's
3 Comprehensive Plan and the City's recreational level of service. ~~Notwithstanding, the Declarant shall~~
4 ~~provide one or more active recreational facilities west of John Anderson Highway for the benefit of~~
5 ~~the Project's residents. Declarant will cooperate with Flagler County to provide public park access to~~
6 ~~Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County~~
7 ~~or an equivalent property. A maximum of three (3) community docks or community viewing~~
8 ~~platforms shall be permitted on Bulow Creek subject to state, federal and county approval.~~

9 In addition to the above, the Declarant shall dedicate ~~and convey or cause to be conveyed~~ to
10 the City: (i) a ~~four (4)~~ two (2) acre park site with direct access to John Anderson Highway, ~~and (ii)~~
11 ~~Two (2) one-acre park sites with direct access to the Spine Road and the multiuse trail constructed by~~
12 ~~the Declarant.~~ The parties may mutually agree in writing to the Declarant's design, permitting, and
13 construction of improvements on the aforementioned City park sitessite. In the event such an
14 agreement requires the Declarant to make improvements to the park sitessite, the Declarant shall be
15 entitled to receive City park impact fee credits for the costs of such park improvements.

16 (h)(f) Community Development Districts: The City agrees and acknowledges that
17 the Annexed Property is subject to the Gardens at Hammock Beach Community Development District,
18 Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by
19 Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District
20 pursuant to State law. The City agrees to execute all documents that may be necessary or take any
21 action necessary to transfer the local government jurisdiction to the City, to the extent such may be
22 necessary. ~~In addition, the~~ The City agrees and acknowledges that it will, in good faith, assist the
23 Declarant, at Declarant's sole discretion, to amend the District's existing boundaries. ~~The City shall,~~

Ordinance No. 2024

Page 16 of 55

1 at the request of the Declarant, assist the Declarant to establish an additional community development
2 district governing that portion of the Annexed Property west of John Anderson Highway, which shall
3 be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and
4 maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida*
5 *Statutes*, including but not limited to, any transportation improvements that may be required by this
6 Development Agreement or other permit.

7 (i) ~~— Agriculture/Silviculture: The Subject Property has been and will continue to~~
8 ~~be used for silviculture purposes. Silviculture activities may continue to occur on the Subject~~
9 ~~Property until that portion of the Subject Property approved for development obtains all~~
10 ~~necessary permits and construction commences. All silviculture activities shall continue to~~
11 ~~comply with all Federal and State requirements. All silviculture activities shall comply with~~
12 ~~the State of Florida Division of Forestry Best Management Practices. The Subject Property~~
13 ~~shall therefore remain eligible for all agricultural exemptions as provided by law.~~

15 **SECTION 10. DEVELOPMENT STANDARDS.**
16

17 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless
18 provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be
19 approved by the LUA. The calculation of minimum parking space requirements for the development
20 of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot,
21 so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the
22 Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant
23 provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak
24 hour parking demands and sufficient parking will be provided as required by the LDR. The
25 calculation of minimum parking space requirements for the development of any Tract may be

determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be ~~359.6 acres~~ [forty percent (40%)]% of the Project in its entirety ~~including, with~~ a minimum of 90.42 acres ~~(17% of the Project) being dedicated as~~ conservation ~~and 45 acres of landscape/wetland buffers~~. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR, and other regulations ~~is~~are satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, ~~wastewater~~ ~~water~~ and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. The City shall not charge fees to a community development district or a property owners association for the use of City reuse water for common areas the later of (i) January 1, ~~2034~~2036 or (ii) for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with the Florida Department of Transportation requirements for its impacts to SR100. As for

Ordinance No. 2024

Page 18 of 55

1 impacts to John Anderson Highway, the Declarant shall construct improvements as may be
2 provided in the Transportation Study and as depicted on the MPD Master Plan (“Traffic
3 Improvements”) at such time as deemed necessary in the Transportation Study. The Declarant
4 shall be obligated

5 for all the cost costs of design, permitting, and construction of all required Traffic Improvements
6 identified in the Transportation Study. The Project shall be deemed vested and no additional off-site
7 transportation improvements shall be required ~~to be constructed~~ by the Declarant.

8 (e) Drainage: The Declarant ~~shall construct and maintain a~~ stormwater
9 management system that provides treatment and attenuation as required by St. Johns River Water
10 Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches shall be
11 designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities
12 shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to
13 a flood zone shall be solely regulated by ~~SRJRMDSJRWMD~~, FEMA or other applicable State and
14 Federal agencies. Permits issued by these agencies shall be ~~determinative~~ determined to ensure that the
15 proposed impact satisfies ~~any and all City regulations, codes and ordinances~~ requirements, including
16 but not limited to the City’s Comprehensive Plan. As provided in the Pre-Annexation Agreement and
17 upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as
18 issued by FEMA. In addition, the Declarant shall adopt and require construction standards for
19 residential homes to have a finished floor elevation at or above the FEMA 100-~~yr flood plain-year~~
20 floodplain elevation.

22 (f) ~~Landscaping, Tree and Vegetation Protection:~~ Landscaping

23
24 (f) ~~requirements~~ For any future development, the Declarant shall cause the recording of an
25 encumbrance or easement on its property adjacent to ~~SR100 and~~ John Anderson Highway ~~shall be~~
Ordinance No. 2024

1 ~~subject to this Development Agreement and the LDR, ensuring that the buffer along John Anderson~~
2 ~~Highway is 100 ft in average width along the eastern side of the right of way.~~

3 All other landscaping design and requirements shall comply with those standards provided in
4 **Exhibit “~~I~~D”**, which may be amended from time to time. No potable water shall be used for
5 irrigation after sufficient stormwater or reclaimed water ~~source~~capacity becomes available ~~in~~
6 ~~adequate quantities for the entire Project.~~ Efforts to preserve and enhance the Project’s design will be
7 achieved, by the Declarant, through adjustments of building, parking, roadway, and stormwater
8 locations and through supplemental landscaping that will blend with the natural look yet carefully
9 accentuate the residential areas, entrances, and other common spaces. General landscaping around
10 parking lots, roadways, entrances, residential and commercial buildings, and other common areas will
11 be landscaped ~~with ornamental and native.~~ Native plant materials may be used when possible. Within
12 future residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent,
13 shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants
14 include those in the SJRWMD’s Waterwise Florida Landscapes, the Florida Native Plant Society’s list
15 of native landscape plants for Flagler County, A Gardener’s Guide to Florida’s Native Plants (Osorio
16 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer
17 Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of
18 Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental
19 irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development,
20 and landscaping.

21 The Declarant shall require (i) three (3) shade trees for each future single-family detached lot
22 ~~and (ii) a shade tree every eighty (80) feet along each side of the Spine Road.~~ Tree and vegetation
23 protection, removal, conservation, and mitigation requirements shall be governed by this

1 Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed
2 to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in
3 Section 10(b) above, (iii) the Declarant's ~~significant commitment herein to extensive landscaping~~
4 ~~along the Spine Road, (iv) the Declarant's~~ commitment herein to require three (3) shade trees for each
5 single-family detached lot, ~~(v)~~ the Declarant's commitment herein to incorporate drought-tolerant
6 vegetation and ~~(vi)~~ the Declarant's commitment to a significant investment in a reuse water
7 distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of
8 such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater,
9 utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall
10 ~~not~~ be required, ~~except~~ as provided in the paragraph below.

11 During the platting process of individual tracts, the Declarant shall provide the City a tree survey
12 depicting the location of viable specimen trees within the tract being platted as defined by the City's
13 LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees").
14 The Declarant shall make efforts to protect Distinct Trees as part of its design and development of
15 individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees,
16 the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City
17 a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as
18 ~~twenty-five~~ dollars (\$25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation
19 Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the
20 above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not
21 exceed ~~\$4,000.00~~ four thousand dollars (\$4,000.00). Diseased or dying trees, as certified by a licensed
22 arborist, may be removed by the Declarant and exempt from mitigation as provided in this section.

23 All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may

1 be removed without mitigation or permit.

2 A Community Development District~~—or,~~ Property Owners Association, or ~~Home~~
3 ~~Owners~~Homeowners Association shall be permitted to use temporary wells and stormwater for the
4 Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to
5 permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be
6 prohibited on individual single-family lots.

7 (g) John Anderson Buffer. ~~The Developer~~For any future development, the Declarant shall
8 ~~provide a 25-foot minimum and 50-foot average buffer along the limits~~cause the recording of the
9 ~~Project boundary that coincides with the~~an encumbrance or easement on its property adjacent to John
10 Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100')
11 in average width along the eastern side of the right of way.-

12 ~~(g) —~~Lighting: AFor all future development phases, lighting, including but not
13 limited to all pole mounted lighting,

14 (h) shall be designed to minimize light pollution to off-site properties and to comply with
15 the LDR, unless otherwise agreed to by the LUA. ~~In addition, development within one hundred feet~~
16 ~~(100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to~~
17 ~~the natural environment.~~

18 (h)(i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre
19 parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.
20 Fire protection requirements for the Project will be met through a system of fire hydrants installed on
21 the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall
22 be shown on all construction documents, technical site plans, or preliminary plats. The Project shall
23 comply with the City's fire protection requirements. The City will provide fire protection services to

the Project in accordance with established local response agreements.

~~(j)~~ (j) Utilities: The Declarant shall ~~not~~ be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

~~Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.~~

~~(j)~~ (k) Interconnectivity ~~and~~ Access: All ~~units~~ ~~within~~ ~~the~~ ~~Project~~ ~~shall~~ be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway, as generally depicted on the MPD Master Plan.

~~(k) — Wetlands: Wetland permitting, including their impacts and/or mitigation, for the Project may occur and shall only be subject to Federal and States permits which the City shall accept. The City agrees that any approval, impact or effect to wetlands, wetland buffers, and wetland setbacks provided by said permits shall be accepted by the City and deemed consistent with the City's Comprehensive Plan. The Project shall therefore be exempt from Section 4 of the LDR.~~

~~(l) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek river bank. Notwithstanding the foregoing, the minimum setback shall be 75 feet in those areas as generally depicted in **Exhibit "G"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence. Wetland Protection and Management:~~

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that

Ordinance No. 2024

1 reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best
2 environmental practices. This approach balances ecological sustainability with efficient land
3 development, promoting no net loss of wetland functions while allowing for practical site design.
4 Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic
5 values, consistent with oversight from agencies such as the SJRWMD and FDEP.

6 (ii) Wetland Identification and Survey

7
8 All wetlands within the MPD shall be identified using the methodology outlined in the
9 Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal
10 marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside
11 ditches, conveyance swales, utility-related drainage features, and stormwater management systems
12 are exempt from these regulations.

13 Wetland delineations shall be conducted by a qualified Florida environmental
14 professional, and boundaries shall be surveyed by a Florida registered land surveyor, including
15 topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required
16 upland buffer boundary. This information shall be incorporated into all subdivision plats, and
17 development applications submitted for approval.

18 (iii) Allowed Activities and Development in Wetlands and Buffers

19
20 To facilitate reasonable development while preserving wetland integrity, the following
21 activities are permitted within wetlands and required upland buffers, provided they do not result in
22 adverse impacts to wetland functions:

1 • Authorized wetland restoration, enhancement, monitoring, or mitigation
2 activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers
3 (ACOE).

4
5 • Elevated walkways, paths, nature trails, hiking trails, or walking paths not
6 exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
7 natural materials, or open grid systems.

8 • Minor drainage structures such as swales or outfall pipes.

9 • Pruning or planting of suitable native vegetation, including removal of exotic
10 and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant
11 List).

12 • Manual clearing with hand tools of vegetation on single parcels, maintaining
13 ecological functions like wildlife habitat and nutrient filtration.

14 • Bona fide agricultural, fire control, silviculture, and mosquito control activities
15 following best management practices from relevant state agencies.

16 • Utility facilities, including crossings, easements, or rights-of-way for service
17 provision.

18 • Custodial maintenance of stormwater management systems.

19 • Driveway installations for single-family units in existing subdivisions where
20 wetland crossings are the only access point, maintaining hydrologic connections and using
21 best management practices.

22 • Activities qualifying for de minimis alterations under state general permits or
23 Florida Statutes.

Ordinance No. 2024

Page 25 of 55

1 • Wetland impacts for access to permissible uses or linear projects, following an
2 approved alternatives analysis for avoidance and minimization, including Florida Department
3 of Transportation projects.

4 All allowed activities must comply with applicable landscaping and tree protection as
5 provided for in this Agreement.

6 (iv) Measures to Avoid or Minimize Wetland Impacts

7 Development within the Subject Property shall prioritize avoidance and minimization
8 of wetland impacts through practicable design modifications. Modifications shall not require
9 fundamental changes to project type or function, nor shall they include economically unviable or
10 technically infeasible options that endanger public safety. Stormwater management systems must not
11 cause net adverse impacts on wetland or surface water functions unless offset by appropriate
12 mitigation per state requirements.

13 An alternatives analysis shall be conducted for optimal and moderate wetlands (as
14 defined herein) to demonstrate avoidance and minimization efforts.

15 (v) Wetland Impact Review and Mitigation

16 Wetland impacts shall be categorized based on quality assessments and require the
17 following analysis and mitigation:

18

<u>Wetland Category</u>	<u>Description</u>	<u>Requirements</u>
<u>Optimal Wetlands</u>	<u>Named systems associated with surface waters or quality score 0.71 - 1.0</u>	<u>Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.</u>

<u>Moderate Wetlands</u>	<u>Quality Score 0.41 – 0.70</u>	<u>Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.</u>
<u>Minimal Wetlands</u>	<u>Quality Score 0.0 – 0.40</u>	<u>Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.</u>

Mitigation shall occur in accordance with Section 373.4135, Florida Statutes, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed and activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(vii) Lot Clearing and Development Permits

Prior to lot clearing or development, applicants shall submit:

- A survey delineating wetland and buffer lines.

Ordinance No. 2024

Page 27 of 55

- Documentation from a qualified environmental professional confirming no detriment to buffer functions.
- Plans for preserving or replanting native vegetation in buffers, as applicable.
- Clearing approvals must also comply with tree and vegetation removal guidelines provided for in this Agreement. Development permits, to the extent required, shall incorporate SJRWMD, FDEP and ACOE approvals for wetland-related activities.

(m) (i) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

~~(i) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage or it may occur separately. However, the main entrance to Veranda Bay residential located at the intersection of John Anderson and Buena Vista Boulevard may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.~~

~~(ii)~~ (i) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet. ~~However, the main entrance to Veranda Bay residential located at the intersection of John Anderson and Buena Vista Boulevard may have an entrance structure~~

Ordinance No. 2024

1 ~~exceeding twenty (20) feet, but no taller than thirty five (35) feet.~~

2 ~~(iii)~~(ii) Commercial Signage. Ground signs shall be
3 permitted for the commercial area of the Project with a maximum signage area per sign of three
4 hundred twenty (320) square feet and a maximum height of ~~twenty (20)~~ ten (10) feet. Additional
5 commercial signage and wall signage shall be permitted, including signage at the Marina and
6 Intracoastal Waterway.

7 ~~(iv)~~(iii) Signage Area. Signage area shall be calculated using the actual text and,
8 if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage
9 area square feet restriction, but shall meet the height restrictions set forth above.

10 ~~(v)~~(iv) Entrance Features. Walls, architectural icons, water features, landforms,
11 landscaping, or other effects ~~whieh~~that announce and signify arrival are permitted for the signage on
12 the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
13 measured from the bottom to the top of the sign copy area.

14 ~~(vi)~~(v) Ground signage provided for in this section shall be permitted to be
15 constructed in the public right of way.

16 (n) Temporary Facilities/Model Homes: Temporary support facilities shall be
17 permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers
18 and real estate offices shall be transitioned into a permanent use within the Project. This time period
19 may be extended for successive periods of three (3) years by the LUA. Temporary support facility
20 approval and extension shall be processed by the LUA. The initial application for temporary support
21 facilities will be reviewed and approved by City Staff. Following City Staff approval, a building
22 permit application will be submitted to the City Building Department for review and approval.
23 Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up

1 to five (5) Model Homes can be constructed, occupied, and operated as sales centers for each Tract of
2 the Project. Sales and leasing activities shall be limited to properties located within the Project.
3 Construction and Certificates of Occupancies shall be issued consistent with the City and State rules,
4 regulations, and codes for residential structures. Model homes shall not be deemed commercial
5 activities. The City shall permit the construction of Model Homes during the development of a Tract
6 so long as a stabilized subbase of an adjacent roadway is available.

7 (o) Rental Program:— Developer reserves the right to place all or any portion of the
8 Project's units located in zoned Commercial on the MPD Master Plan Tracts, except Tract A-1 and
9 Tract F, in long-term, short-term, resort residential, or resort condominium rental programs operated
10 by Declarant, its affiliates or any third-party rental program operators approved by the Declarant.
11 Otherwise, short-term vacation rentals shall be prohibited.

13 (p) Marina: — The design, permitting and construction of the Marina located on
14 Tract E,M shall only be governed by permits issued by State and Federal agencies. Future operations
15 and maintenance shall be governed by City regulations to the extent they are not in conflict with State
16 or Federal laws. The City agrees that said permits shall be deemed to be consistent with the City's
17 Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i)
18 participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of
19 the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry
20 slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses
21 permitted as a commercial use. However, dry slips shall be used solely for the maintenance and repair
22 of boats and not for long-term storage. Subject to the above, the design, permitting and construction
23 of the Marina shall be exempt from any City code or regulation, except its fire and building codes.

24 (q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age

Ordinance No. 2024

Page 30 of 55

1 restriction requirements or use permitted by Federal or State law.

2 (r) Accessory Uses: Typical residential accessory uses will be allowed, including but
3 not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.
4 Accessory uses and structures will be allowed in accordance with this Development Agreement,
5 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
6 the permitted or principal use of a structure. Accessory uses or structures contained within or
7 attached to the building containing the principal use shall be considered a part of the principal
8 building and not an accessory building and shall meet the same requirements for setbacks as the
9 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,
10 either attached or detached from the principal use structure, may be constructed up to a minimum
11 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a
12 swimming pool be located closer than five (5) feet from the side and rear property line. Air
13 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
14 utility service features may be located in any required side or rear yard up to a minimum two (2)
15 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
16 within the required front yard.

17 **SECTION 11. PHASING OF DEVELOPMENT.**

18 (a) The Project may be developed in multiple phases. Prior to the issuance of any permit
19 for any phase of the Project (and prior to any construction of any improvement, building, or structure
20 on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant
21 phase. Each Tract of the Project will include infrastructure to support the proposed uses, including
22 water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All
23 infrastructure necessary to support each phase that is constructed on the Subject Property shall be

constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to ensure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, all Federal and State permits relating to required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family Marina</u>
Min. Distance Between Buildings****	10'	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'	10'
Max. Bldg. Height*****	35'	35'	35'	35'

Ordinance No. 2024

Page 32 of 55

Min. Front Bldg. Setback to Property Line	15'	15'	10'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town-House</u>	<u>Multi-family-Marina</u>
Minimum Front Setback from Right of Way	20'	N/A	20'	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40'	N/A	16'	N/A
Max. Impervious Surface Ratio*****	70%	80%	80%***0%*****	80%***0%*****

*Except as provided in Section 10, above.

**Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

*** Shall be measured as the distance between walls of adjacent structures.

***** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10 (r), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial **Site Development Requirements**

Min. Lot Width	80'***60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'

Ordinance No. 2024

Page 33 of 55

Max. Bldg. Height*****	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Maximum Floor Area Ratio*	100%
Max. Impervious Surface Ratio***	80%***0%***

* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

** Minimum open space shall be forty percent (40%) of the entire MPD gross area.

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

***** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

*** Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot, then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific State or Federal

Ordinance No. 2024

Page 34 of 55

1 permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying
2 with the law governing said permitting requirements, conditions, terms, or restrictions.

3 (b) All required City, County, State, or Federal permits shall be obtained prior to
4 commencement of construction. This Development Agreement is not a Preliminary Plat approval,
5 and the Declarant remains responsible for complying with all provisions of the LDR, unless provided
6 elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for
7 any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the
8 Declarant may convey a Tract by metes and bounds and without platting.

9 (c) ~~Burning:~~ Open burning shall be prohibited during development and property
10 owners shall be subject to the City's LDR.

11 **SECTION 14. DEVELOPMENT FEES.**

12 The Declarant acknowledges and agrees that the City has enacted citywide impact fees, and
13 may in the future increase the amount of those fees. The Declarant acknowledges that the Project shall
14 be subject to all fees in effect at the time of permitting. Notwithstanding the above, the Declarant shall
15 not be charged impact fees for the marina wet slips or dry slips.

16 17 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

18
19 To ensure the long-term maintenance and control of common areas, the Declarant shall
20 dedicate such areas to (i) the existing community development district, (ii) a property owners
21 association or (iii) other entity accepted by the LUA ~~(collectively the "Association").~~

22 **SECTION 16. ~~CONVERSION OF USES.~~**

23
24 ~~—The Declarant may increase or decrease the amount of a particular land use without modifying~~
25 ~~or amending this Development Agreement or the MPD Master Plan, but only within the minimum~~

1 and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit “H”**,
2 provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time
3 of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify
4 the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any
5 modification to this Development Agreement shall incorporate all changes previously made pursuant
6 to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the
7 conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as
8 **Exhibit “H”**, and (ii) such converted uses are consistent with the uses allowed under by this
9 Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved
10 land uses provided for herein shall be consistent with the City’s Comprehensive Plan, which may
11 require a small scale comprehensive plan amendment as more particularly described in Section
12 163.3187, Florida Statutes.

13 **SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
14
15 **CONFLICT RESOLUTION.**

16
17 (a) In the event of a breach of this Agreement by either Party, the other party hereto shall
18 have all rights and remedies allowed by law, including the right to specific performance of the
19 provisions hereof.

20 (b) In the event that a dispute arises between the Parties, the City and Declarant shall
21 attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit
22 mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of
23 either party making a written request to the other. If the Parties fail to agree to a mediator, a certified
24 mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

25 **SECTION 1817. NOTICES.**

Ordinance No. 2024

Page 36 of 55

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Declarant at its address set forth below (or such other address as may be hereafter ~~be~~ designated in writing by such party).

(b) Any such notice must be personally delivered, sent by certified mail, or overnight courier

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required~~7~~) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The Parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street
Flagler Beach, FL 32136

As to the Declarant: ~~PALM COAST INTRACOASTAL~~ Palm Coast Intracoastal,
LLC,
Attn: Kenneth Belshe
3129 ~~SPRINGBANK LN~~ Springbank Lane, Ste 201
~~CHARLOTTE~~ Charlotte, NC 28226

As to Veranda Bay: Veranda Bay Investments, LLC
Attn: Kenneth Belshe
3129 Springbank Lane, Ste 201
Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 1918. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable.
~~However, in the event, unless~~ any ~~portion of this Development Agreement~~ term or provision shall be
Ordinance No. 2024

1 found to be invalid or illegal, ~~then~~in which case the remaining portions of the Development Agreement
2 shall remain valid and binding on the Parties.

3 **SECTION 2019. SUCCESSORS AND ASSIGNS.**
4

5 This Development Agreement and the terms and conditions hereof shall be binding upon and
6 inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms
7 and conditions of this Development Agreement shall similarly~~shall~~ be binding upon the Subject
8 Property and shall run with the land and the title to the same.

9 (b) This Development Agreement touches and concerns the Subject Property.

10 (c) The Declarant has expressly covenanted and agreed to this provision and all other
11 terms and provisions of this Development Agreement.

12
13 **SECTION 2120. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**
14

15 (a) This Development Agreement shall be governed by and construed in accordance with
16 the laws of the State of Florida.

17 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler
18 County, Florida, or the Middle District if in Federal court.

19 (c) The Declarant shall fully comply with all applicable State, and Federal
20 environmental regulations and all other laws of similar type or nature.

21 (d) If State or Federal laws are enacted after execution of this Development Agreement
22 which are applicable to and preclude the Parties' compliance with this Development Agreement, this
23 Development Agreement shall be modified as necessary to comply with the relevant law.

24
25 **SECTION 2221. TERM/EFFECTIVE DATE.**
26

Ordinance No. 2024

Page 38 of 55

1 (a) This Development Agreement shall be effective upon approval by the City
2 Commission and execution of this Development Agreement by all Parties (the “Effective Date”).

3 (b) This Development Agreement will expire thirty (30) years from the Effective Date
4 unless renewed in writing by the Parties.

5 **SECTION 2322. RECORDATION.**

6
7 Upon approval by the City Commission and execution of this Development Agreement by all
8 Parties, this Development Agreement and any and all amendments hereto shall be recorded by the
9 City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution
10 by the City, and the Development Agreement shall run with the land. The Declarant shall pay the
11 costs to record this Development Agreement.

12 **SECTION 2423. THIRD PARTY RIGHTS.**

13
14 This Development Agreement is not a third-party beneficiary contract, and shall not in any
15 way whatsoever create any rights on behalf of any third party.

16 **SECTION 2524. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

17
18 (a) Strict compliance shall be required with each and every provision of this
19 Development Agreement. The Parties agree that each has the remedy of specific performance of these
20 obligations.

21 (b) Time is of the essence to this Development Agreement, and every right or
22 responsibility required herein shall be performed within the times specified.

23 **SECTION 2625. ATTORNEYS’ FEES.**

24
25 In the event of any action to enforce the terms of this Development Agreement, the prevailing
26 party shall be entitled to recover reasonable attorneys’ fees, paralegals’ fees, and all costs incurred,

whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION 2726. FORCE MAJEURE.

The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period (“Time Period”) constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City’s own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions (“Uncontrollable Event”); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

SECTION 2827. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant’s development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any ~~subsequent~~ development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 2928. ENFORCEMENT: CITY’S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully

Ordinance No. 2024

Page 40 of 55

1 terminated, notwithstanding any subsequent changes in any applicable law.

2 (b) The failure by the Declarant to perform its material obligations hereunder shall
3 constitute a default, entitling the City to pursue whatever remedies are available to it under Florida
4 law or equity, including, without limitation, an action for specific performance and/or injunctive
5 relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any
6 action or terminating this Development Agreement as a result of a default under this Development
7 Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of
8 said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to
9 the reasonable satisfaction of the City prior to the City filing an action or terminating this
10 Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable
11 period in which to cure the default, the cure period shall be extended to such cure period acceptable
12 to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial
13 notification of default. Upon the judicial termination of the Development Agreement, the Declarant
14 shall immediately be divested of all rights and privileges granted hereunder.

15
16
17 **SECTION 3029. CAPTIONS.**

18
19 Sections and other captions contained in this Development Agreement are for reference
20 purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or
21 intent of this Development Agreement, or any provision hereof.

22 **SECTION 3130. EXHIBITS.**

23 Each exhibit referred to and attached to this Development Agreement is an essential part of
24 this Development Agreement. The exhibits and any amendments or revisions thereto, even if not

1 physically attached hereto, shall be treated as if they are part of this Development Agreement.

2 **SECTION 3231. INTERPRETATION.**

3
4 (a) The Declarant and the City agree that all words, terms and conditions contained herein
5 are to be read in concert, each with the other, and that a provision contained under one (1) heading
6 may be considered to be equally applicable under another in the interpretation of this Development
7 Agreement.

8 (b) This Development Agreement shall not be construed more strictly against either party
9 on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this
10 Development Agreement.

11
12
13
14 **SECTION 3332. FURTHER ASSURANCES.**

15
16 Each party agrees to sign any other and further instruments and documents consistent herewith
17 as may be necessary and proper to give complete effect to the terms of this Development Agreement.

18 **SECTION 3433. COUNTERPARTS.**

19
20 This Development Agreement may be executed in any number of counterparts, each of which
21 shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same
22 document.

23 **SECTION 3534. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

24
25 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
26 provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This
27 Development Agreement shall not be modified or amended except by written agreement executed by
28 all Parties hereto and upon approval of the City.

Ordinance No. 2024

Page 42 of 55

1 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed a
2 waiver of any such right and shall not affect the right of such party to exercise at some future date any
3 such right or any other right it may have.

4 **SECTION 3635. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

5
6 This Development Agreement constitutes the entire agreement between the Parties and
7 supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as
8 between the Parties relating to the subject matter of this Development Agreement.

9
10
11
12 (SIGNATURES ~~INTENTIONALITY~~INTENTIONALLY TO NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ~~2024~~2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

Ordinance No. 2024

Page 44 of 55

WITNESSES:

“DECLARANT”

PALM COAST INTRACOASTAL, LLC

By: _____

William G. Allen, Jr., Manager

Witness Signature

Print _____

Print Witness Name

Address: _____

Witness Signature

Print _____

Print Witness Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ~~2024~~2025, by William

G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

Ordinance No. 2024

Page 45 of 55

WITNESSES:

“VERANDA BAY”

VERANDA BAY INVESTMENTS, LLC

By:

William G. Allen, Manager

Witness Signature

Print

Print Witness Name

Address:

Witness Signature

Print

Print Witness Name

Address:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this day of , 2025, by William
G. Allen,, Manager, of VERANDA BAY, LLC, a Florida limited liability company, (check
one) ☐ who is personally known to me or ☐ who produced
as identification.

Notary Public – State of Florida

Print Name:

My Commission expires:

Ordinance No. 2024

Page 46 of 55

EXHIBIT "A"

PALM COAST INTRACOASTAL, LLC
LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF VERANDA BAY PHASE 1A, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

APPROVED PROPERTIES
LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 1A, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

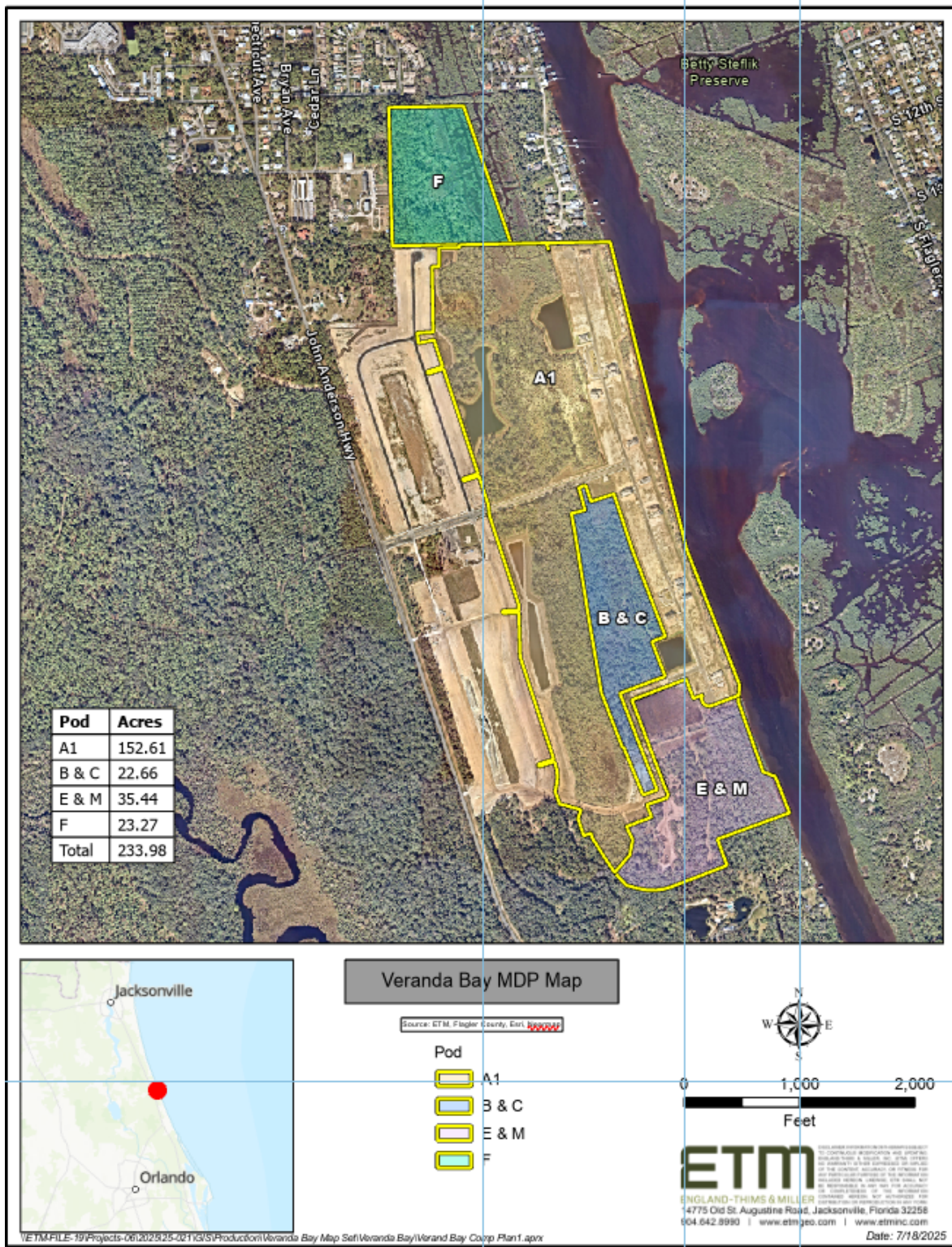
A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42'12" EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41'45" EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30'13" WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51'44" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22'08" EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44'10"

Ordinance No. 2024

Page 49 of 55

EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11'07" EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21'56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57'14" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54" WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00'06" EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54'52" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00'06" EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16'28" EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00'58" EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

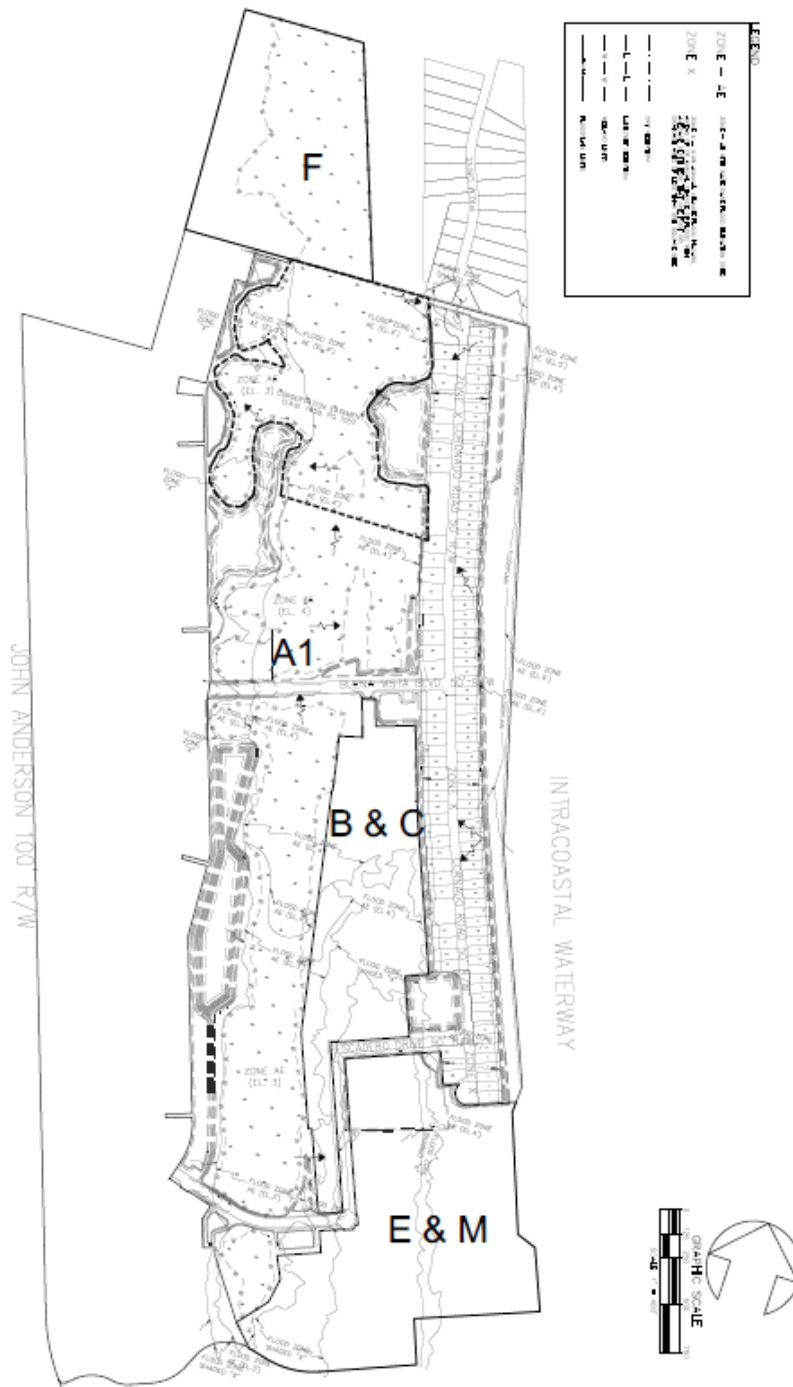
EXHIBIT "B"



Ordinance No. 2024

Page 51 of 55

EXHIBIT "C"



VERANDA BAY - MPD MASTER DEVELOPMENT PLAN PARKER MYNCHENBERG & ASSOCIATES, INC.	F MPD - MASTER DRAINAGE PLAN	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS 1722 HUNTERS HILL ROAD, SUITE 100 HOUSTON, TEXAS 77056 TEL: 281.415.1234 FAX: 281.415.1235 WWW.PMA-INC.COM	DATE: 10/1/2024 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]
--	---	--	--

Ordinance No. 2024

Page 52 of 55

EXHIBIT “D”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs



VERANDA BAY

at Flagler Beach

Flagler Beach City Commission November 13, 2025

Voluntary Annexation Application

Large Scale Land Use Map & Text Amendment Application

Master Development Plan Rezoning Application



Project Team

Palm Coast Intracoastal, LLC
Veranda Bay Investments, LLC

Landowner/Developer

Ken Belshe - Representative



Legal

Michael D. Chiumento



Legal

Jay Livingston



Planning

Lindsay Haga, AICP
Jeff Crammond, P.E.



Transportation

Rajesh Chindular, P.E.
Holly Walker, P.E.



Engineering



Environmental



Marina del Palma



Palm Coast Plantation

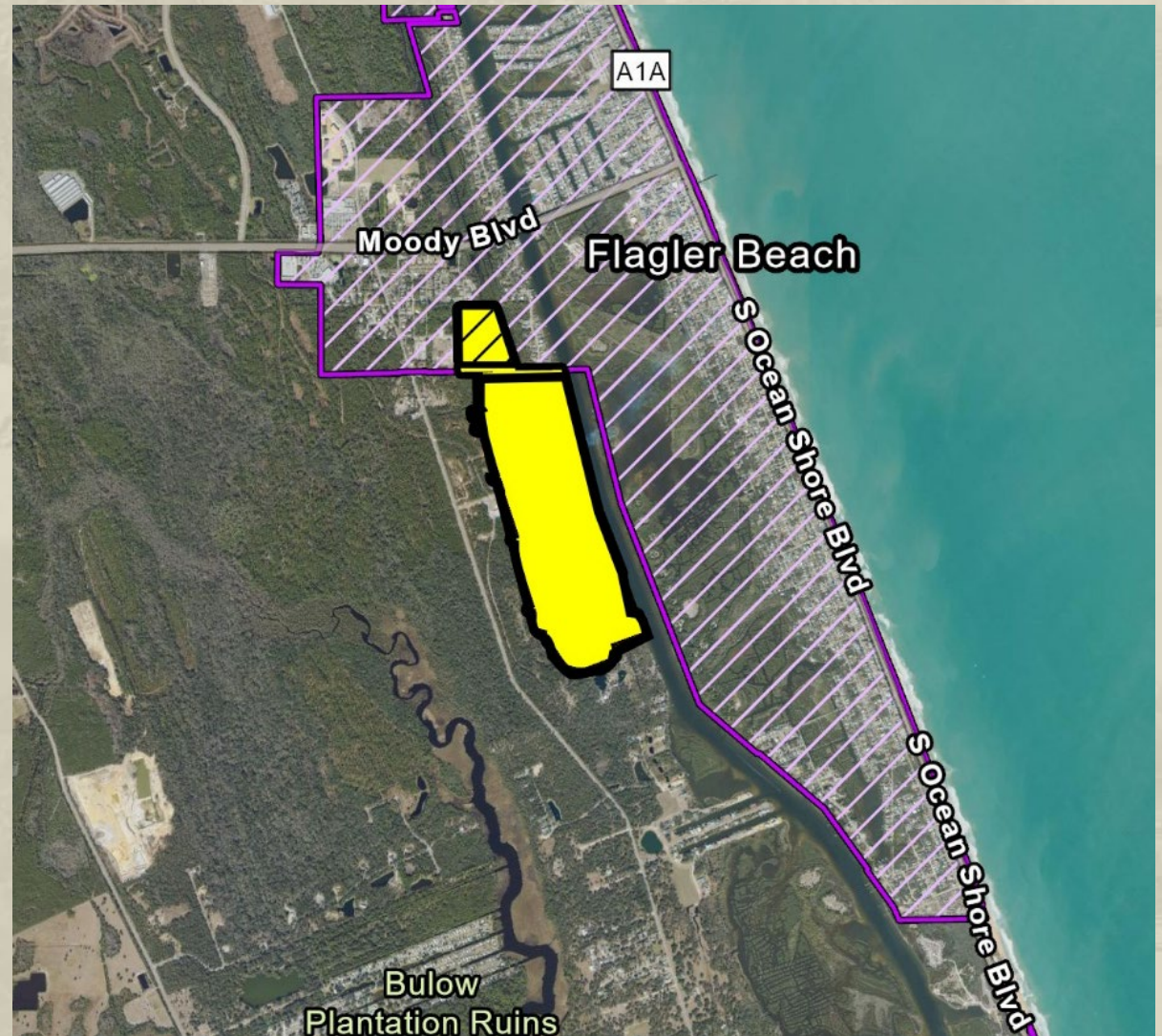


Palm Coast Plantation

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on the west side of the city.



History

November 7, 2005

**Gardens at
Hammock Beach
PUD approved by
Flagler County**

January 2, 2008

**1,114 +/- acres conveyed
to Flagler County for
Conservation, Recreation
& Public Safety**

May 24, 2018

**Current owner
acquires the entire
PUD**

November 25, 2020

**Flagler County
approves first phase
of 335 lots along with
an amendment to
Conceptual Site Plan**

History

January 25, 2024

City of Flagler Beach Mayor and City Commissioner send letter to invite the developer to consider annexation to Flagler Beach

September 3, 2024

Flagler Beach PARB recommends approval - unanimous

October 17, 2024

Flagler Beach City Commission 1st Reading Approval

Summer 2025

Refiled as two applications

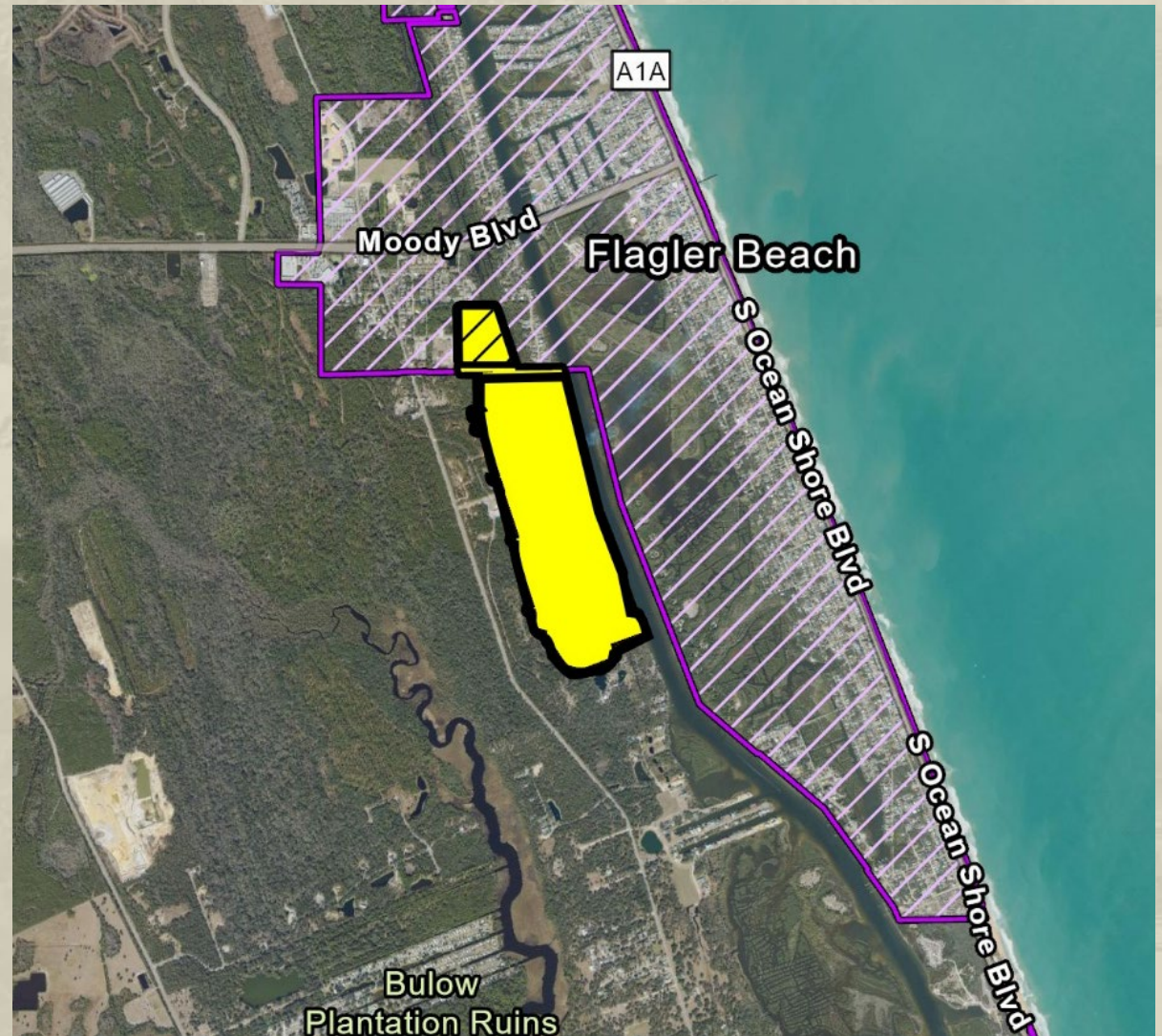
Today

Veranda Bay Project Applications

Location

Vicinity Map

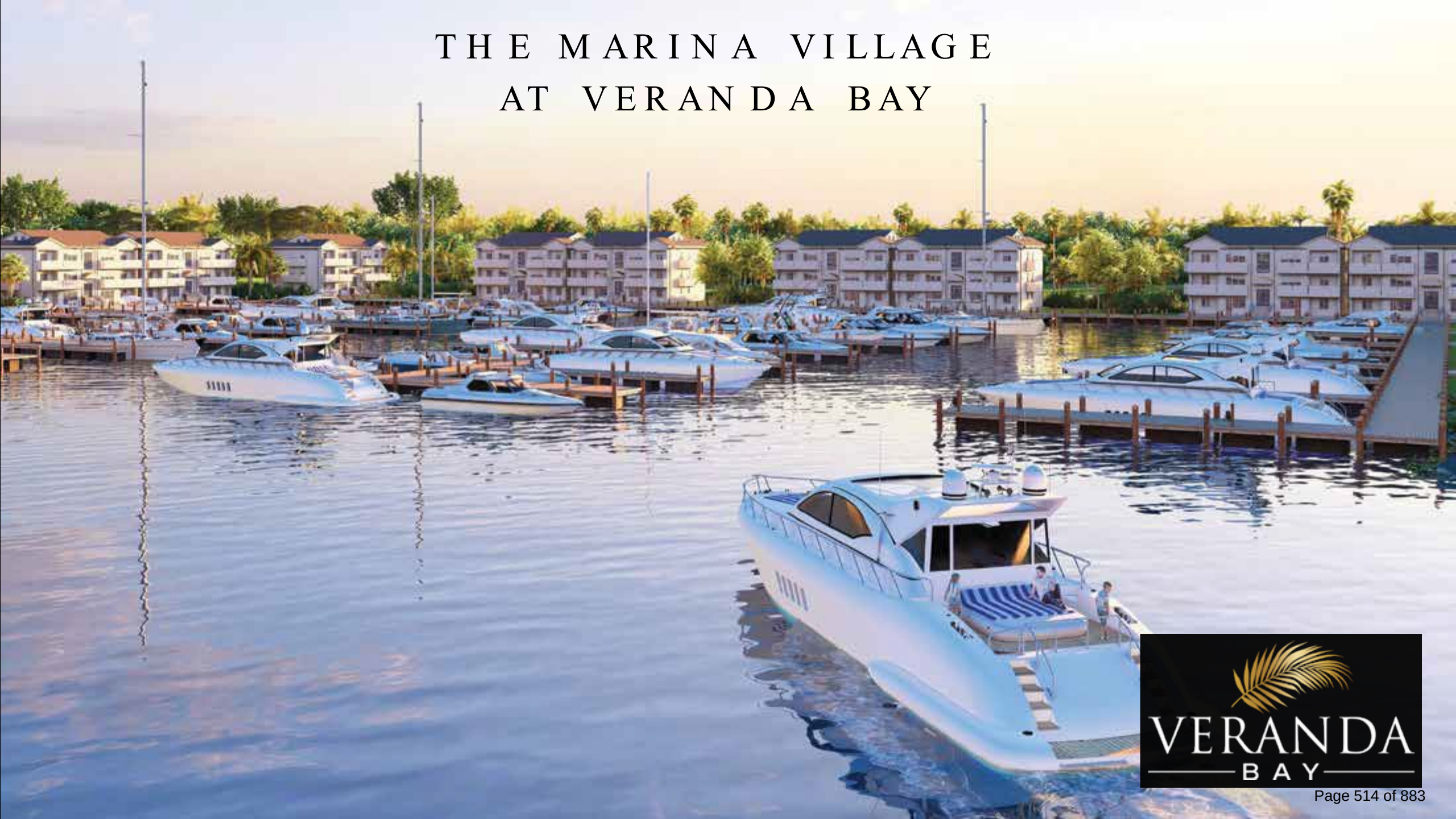
Situated adjacent to Flagler Beach city limits on the west side of the city.



Developer's Vision

- Marina Village: 150 wet slips/berths surrounded by up to 157 waterfront condominiums
- Ship Store & public boat fueling station
- Waterfront Restaurant open to the public
- 98 new lots & 122 existing lots
- Private amenities
- 40% open space
- 50% of landscape Florida native
- John Anderson roadway buffer
- Tree preservation commitment
- Donation of City park
- Commitment to stormwater harvesting and reclaimed water for irrigation – no wells

THE MARINA VILLAGE AT VERANDA BAY









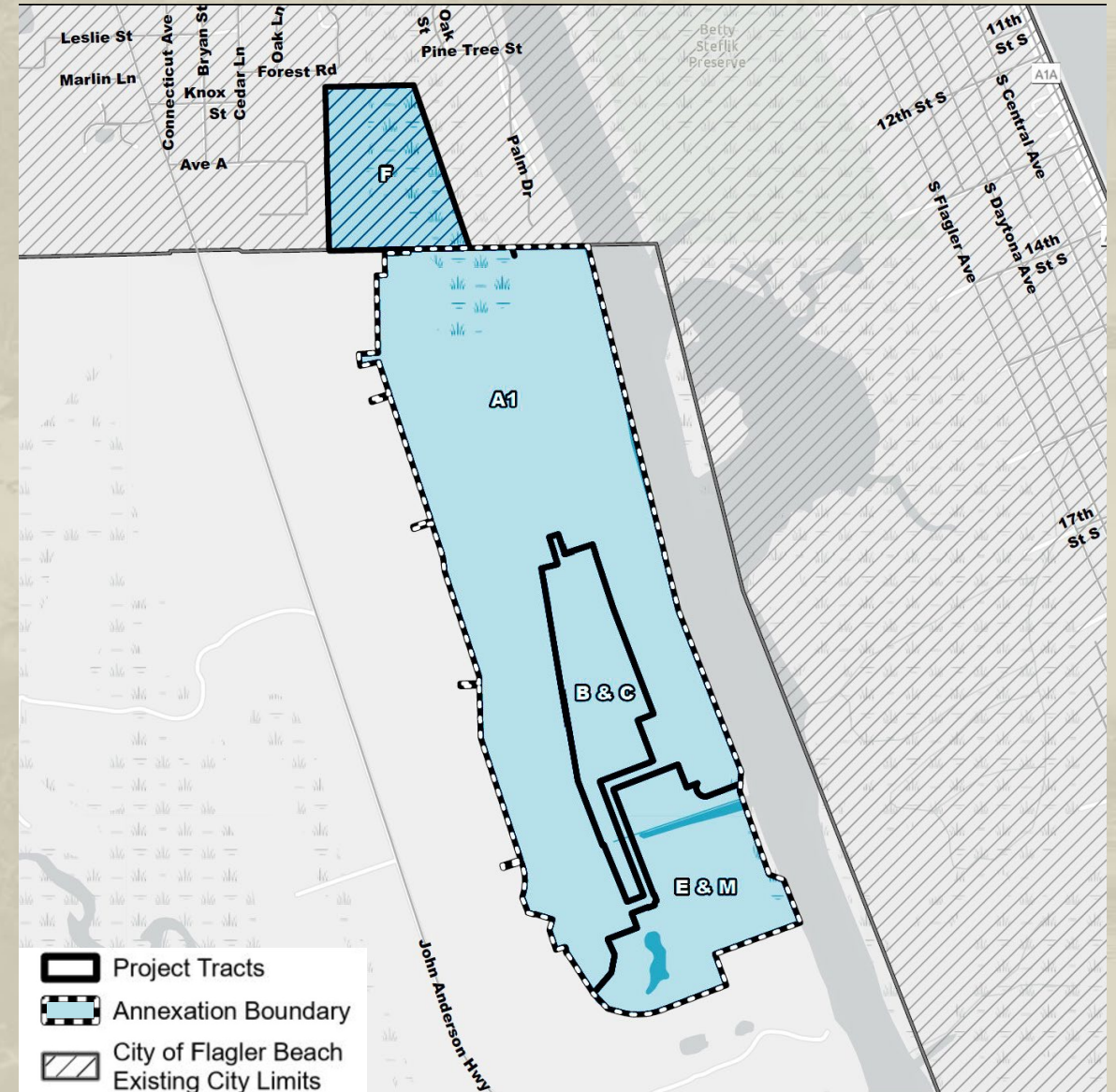
Project Elements

Planning	Public Infrastructure	Environmental	Drainage
Master Plan Development Program	Transportation ■ Utilities ■ Public Safety ■ School Planning ■ Parks ■	Open Space Preservation Buffering	Master Stormwater Plan

Planning

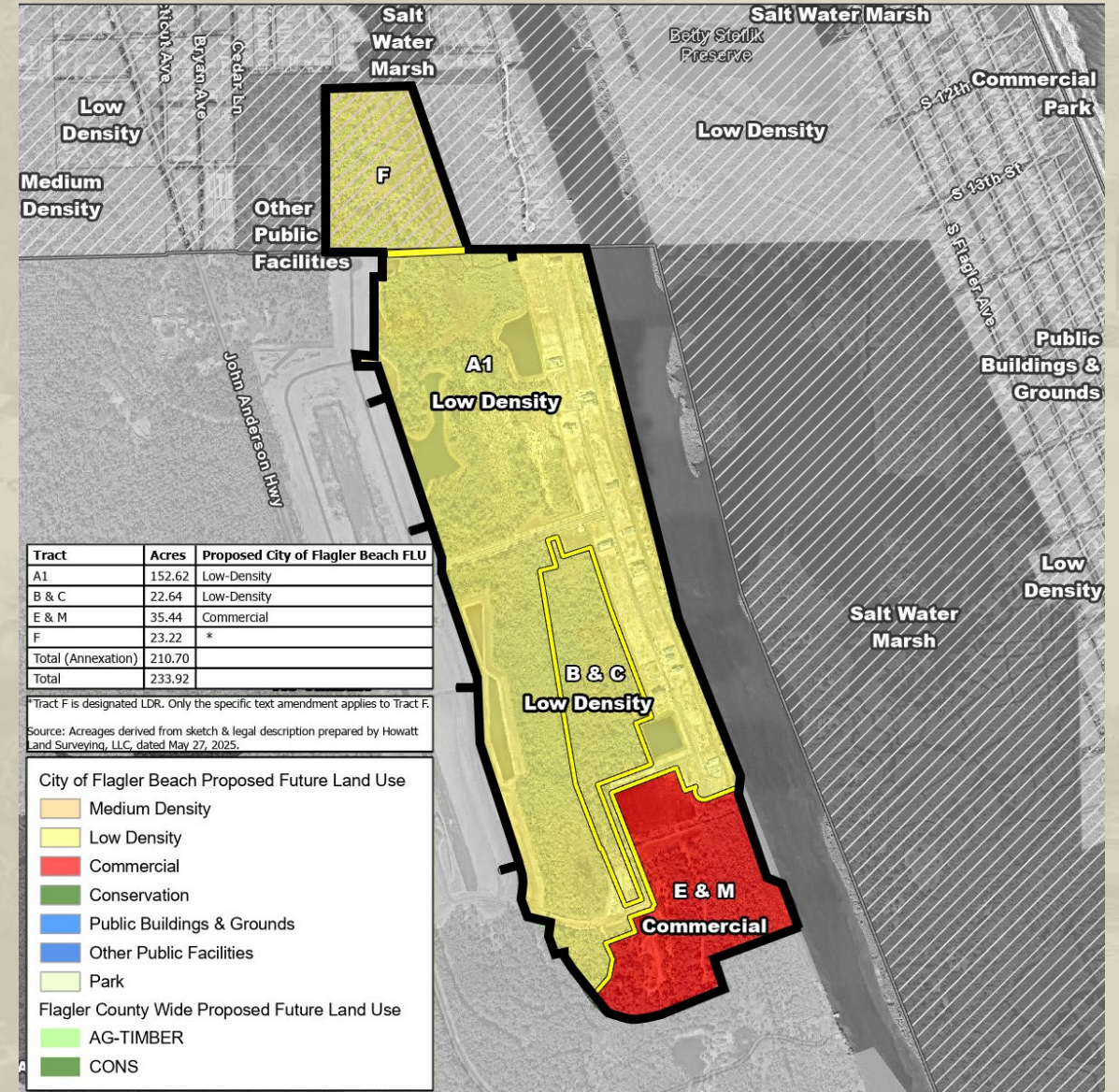
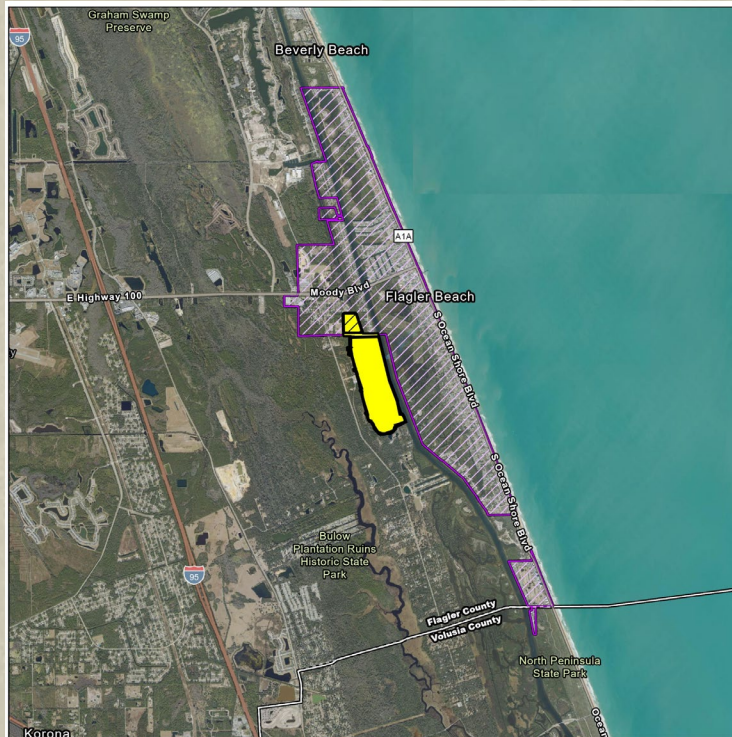
Annexation

- 23 acres in City (Tract F)
- 210 acres to be annexed
- Consistent with FS171



Planning

Proposed Future Land Use Map



Planning

Proposed Future Land Use & Text Amendment

EXHIBIT C

Veranda Bay ("Property") Comprehensive Plan Text Amendment

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025), however, in accordance with this policy, density and intensity permitted by the Comprehensive Plan do not apply to this development. Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

Planning

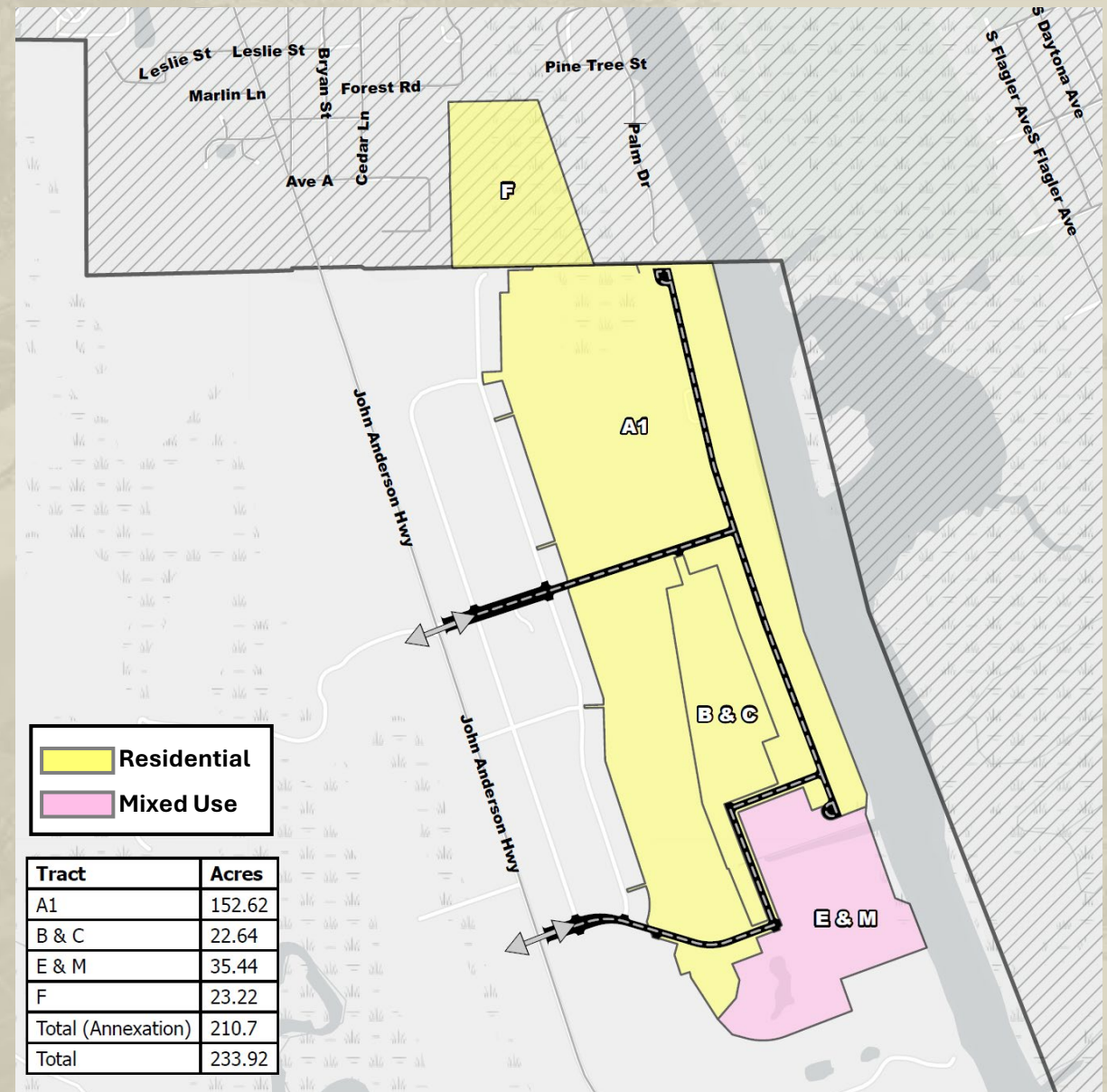
Rezoning Application

MPD Master Plan

- 377 Homes
- 16,200 square feet retail
- 150 marina berths

MPD Text

- Mixed Use, low density (1.6 units/ac)
- 40% Open Space
- 35' building height
- Vehicular & Pedestrian Access
- Clean Marina Program
- Commercial architectural requirements per City LDR



Public Infrastructure



Transportation



Utilities



Public Safety



School Planning



Parks



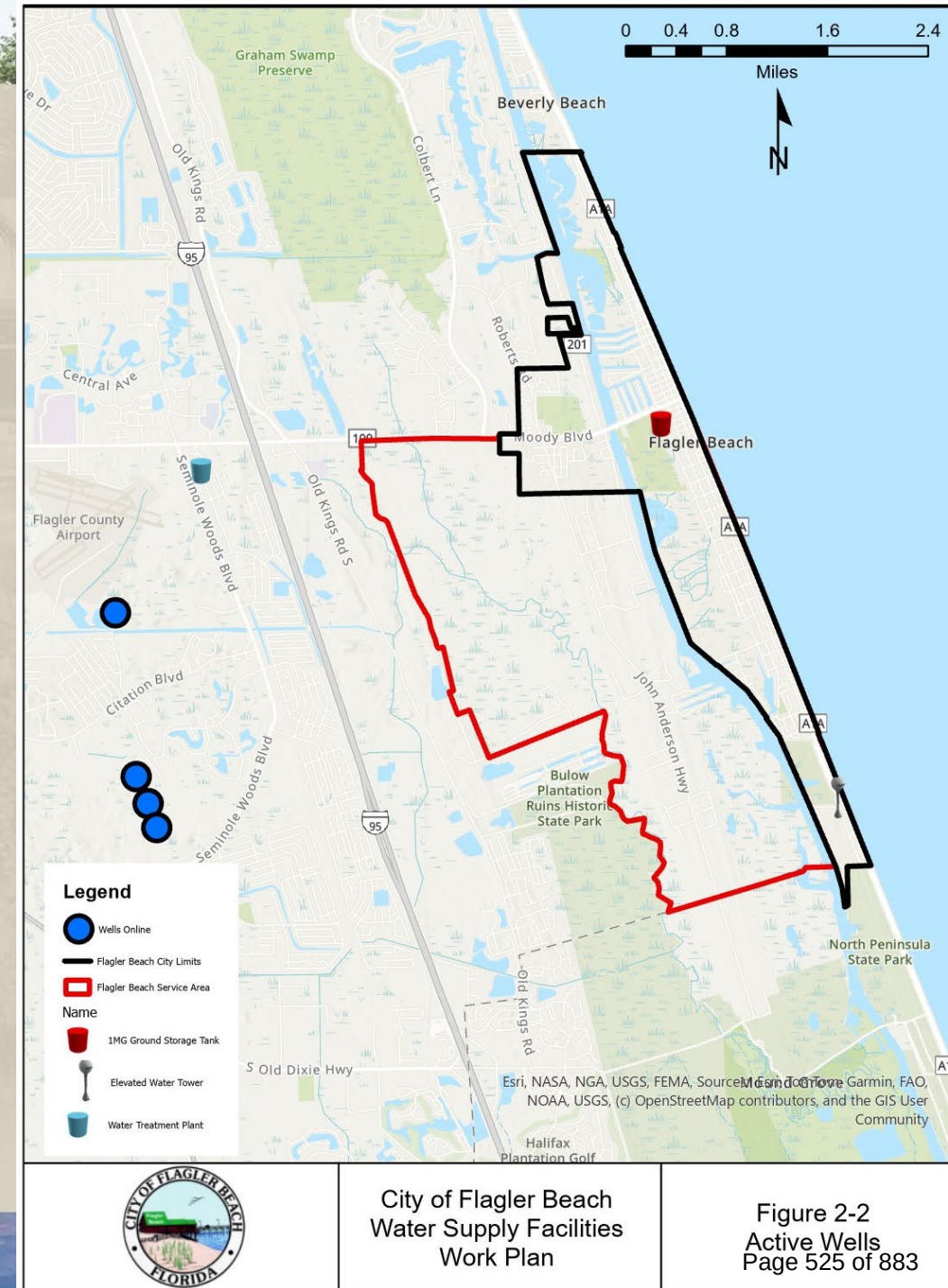
Segment & Intersection Analysis

- Existing roadway infrastructure will accommodate build out of the development (YR2035)
- All roadway segments will operate at adopted LOS
- If mitigation during platting process, Developer will be required to pay.
- Access/Intersection improvements will be constructed or mitigated at engineering plan approval

Utilities: Water & Sewer



- Developer has already installed **\$6.0MM** in water/wastewater lines at no cost to the City
- Adequate capacity exists to serve the project at its full build out
- Developer has already installed **\$2.4MM** in reuse lines at no cost to the City
- Common area reuse water incentive
- Homebuilders will pay impact fees in place at time of building permit
- Estimated minimum **\$2.8MM** to be paid in utility impact fees
(Source: Veranda Bay building permit assessments)





City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230
Cell 386-276-1007

Office of the City Engineer

September 3, 2024

Subject: Water and Waste-water capacity

Lupita McClenning:

After reviewing our Consumptive User permit from St. Johns River Water Management District, we have a maximum daily allowance of 0.912 MGD. This has been reduced by 10% since the city has had more than 10% of unaccounted water in 2019. Based on our latest reports from Jim Ramer, we are averaging 0.610 MGD for the month of August. This gives the City of Flagler beach the ability to increase our use approximately 23% before we will be required to apply for a new Consumptive use permit. Keep in mind, this does not take into account any committed flows, already permitted, but not completed yet. **The current water plant has a maximum design capacity of 1.5 MGD.** In order to set our water plant up for future growth, we will need to start acquiring property for new wells and begin discussions with SJRWMD to increase our consumptive use permit. We have acquired well sites #17 and #18, however wells #10 and #11 may be approaching the end of their useful life, therefore the new wells may not provide the city with additional capacity. We will then need to plan for increasing the capacity of our water treatment plant to at least 2.0 MGD. The Waste Water Treatment plant currently has a design capacity of 1.0 MGD. We are currently in design, to replace the existing WWTP. **The new WWTP will increase our design capacity from 1.0 MGD to 1.5 MGD, with the ability to expand it to 2.0 MGD in the future, if needed.** If the city of Flagler Beach intends to grow beyond the 2.0 MGD design capacity, we may need to make sure we have the room for additional expansion at the existing site.

Sincerely,

William Freeman

William H. Freeman, P.E.



City of Flagler Beach

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

November 16, 2023

Ms. Denise Bevan
City Manager, Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Dear Ms. Bevan:

Based upon conversations with several stakeholders, the owner of several properties, in general and commonly referred to as "Veranda Bay," has expressed interest in annexing the subject properties into the Palm Coast city limits. A map depicting the general area is attached for reference but a list of specific Parcel Identification numbers to be considered for annexation will be subsequently appended to this correspondence.

Under the provisions of the Interlocal Agreement (Water and Wastewater Service Area- John Anderson Corridor) between Flagler County and the City of Flagler Beach (May 16, 2016), the City of Flagler Beach is responsible for the installation (or procurement) and provision of utility services to the subject parcels.

For the purpose of providing utility services, the City's Water Treatment Plant **has a production capacity of 2,000,000 gallons per day.** The current permit issued by St. Johns River Water Management District (SJRWMD) allows for an average daily withdrawal of water in the amount of 912,000 gallons per day. The permit is in effect until 2036 when the permit will be reviewed. Daily usage of water in 2022 averaged 616,000 gallons. Current storage capacity of treated water is 1,400,000 gallons. Additional wells and storage are planned to increased capacity.

The City's **Wastewater Treatment Plant has a current capacity of 1,000,000 gallons per day.** A planned expansion of the facility will increase the **capacity to 1,500,000,** with additional capacity designed to further increase **capacity to 2,000,000** gallons per day and incorporate the re-use of wastewater. The most recent three-month average (August, September, October) of daily usage was 798,000 gallons per day.

The above information confirms that the City of Flagler Beach has sufficient existing utility capacity (and the means to develop additional capacity, if necessary) to accommodate the future demand for utility services within the City and for the additional development of "Veranda Bay."

Sincerely,

Dale L. Martin
City Manager

Utilities: Water



2.0 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

1.45 MGPD

98,020 GPD (Projected Veranda Bay Year 2030 Demand)

426,200 GPD (Projected Summertown Year 2045 Demand)

929,750 GPD (Current City Demand)

Utilities: Wastewater



2.0 MGD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

2.3 MGD

487,600 GPD (Projected Veranda Bay Year 2030 Demand)

490,720 GPD (Projected Summertown Year 2045 Demand)

1,372,848 GPD (Current City Demand)



Fire Protection & Other Public Safety

- Developer previously donated three (3) acre parcel for fire station to Flagler County
- Developer previously donated one (1) acre parcel for mosquito control to Flagler County
- Estimated **\$935,063** to be paid in Fire and Police impact fees
(*Source: City of Flagler Beach, average home size 2,500 square feet*)



Public Schools

- Developer working with the Flagler County School District for school planning.
- Developer will mitigate for any school impacts as required by county regulations.
- Estimated **\$2.0MM** to be paid in public school impact fees
(Source: Flagler County)

Parks



Recreation

- Prior conveyance of lands, including public boating facility land to Flagler County
- Developer commits to convey a two (2) acre park site with direct access to John Anderson Highway
- Developer commitment to work with Flagler County to link to Bulow Creek Headwaters Regional Park
- Developer will provide private parks and amenities to serve all 377 homes



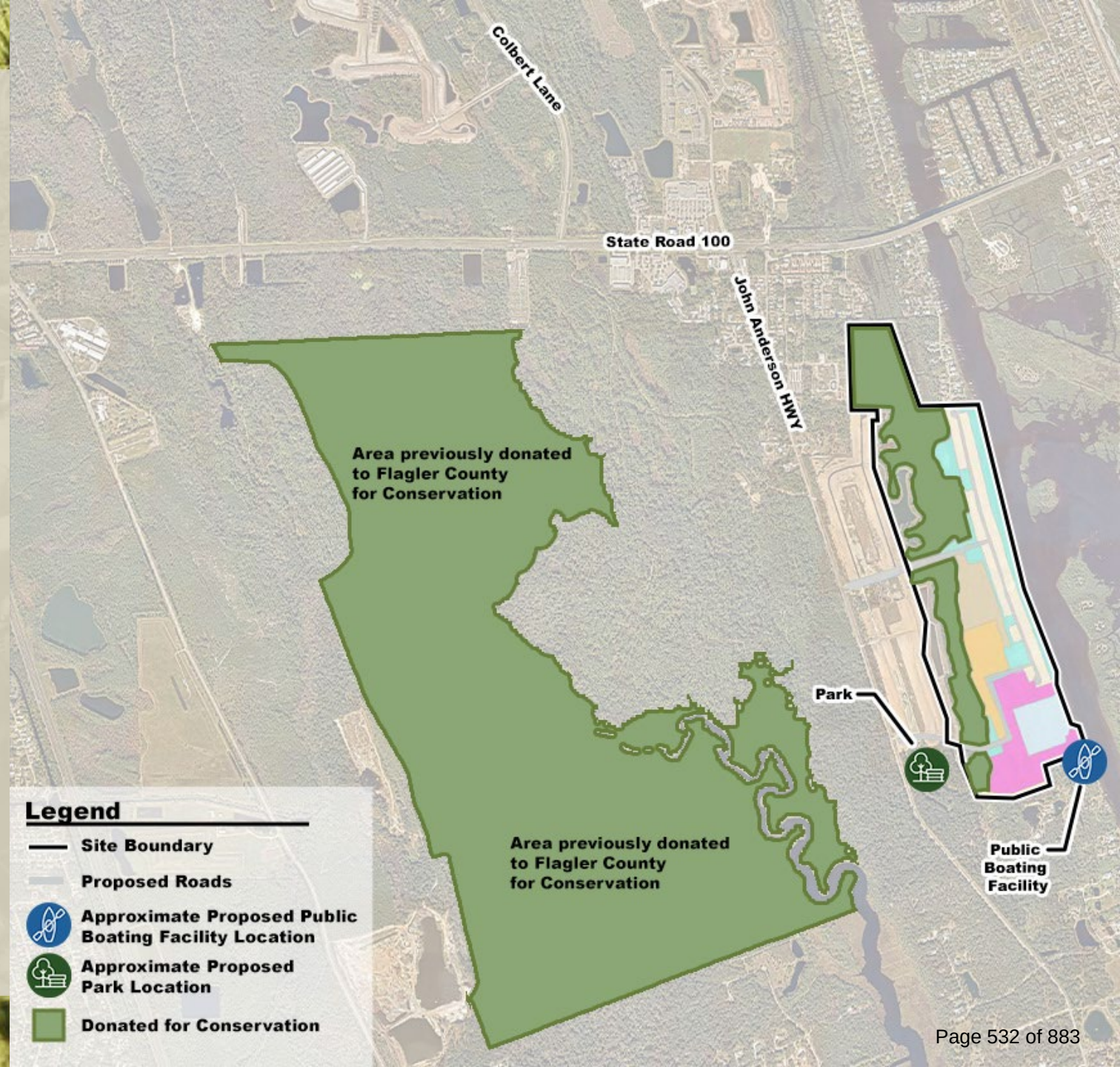
Environmental

Habitat & Species

- Previously dedicated 1,100 ac. to County.
- Environmental Assessment Report
- Wildlife Habitat Identified (Gopher Tortoise).
- Wetlands identified and surveyed.

Historic Resources

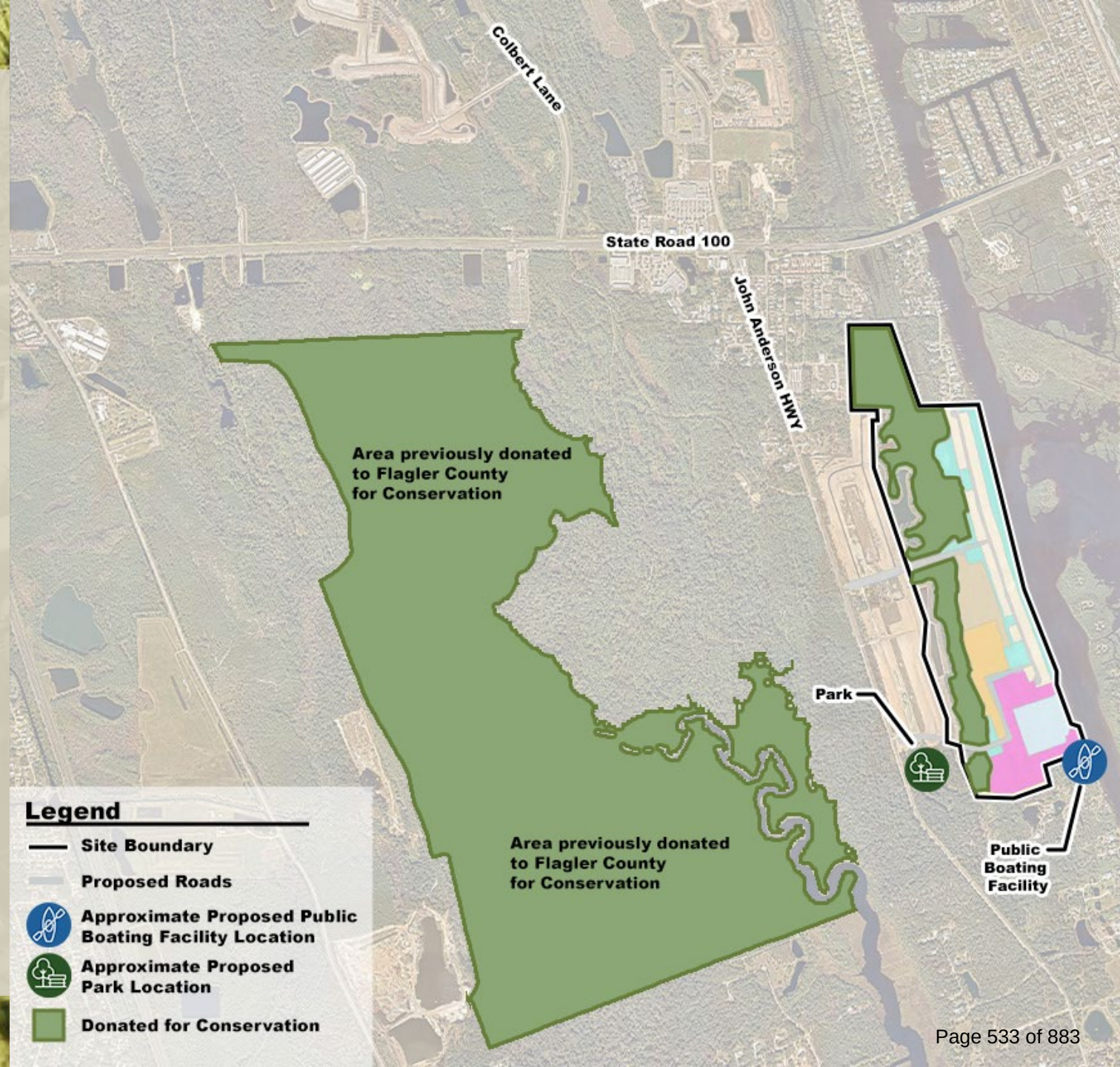
- Study performed and no outstanding issues.



Environmental

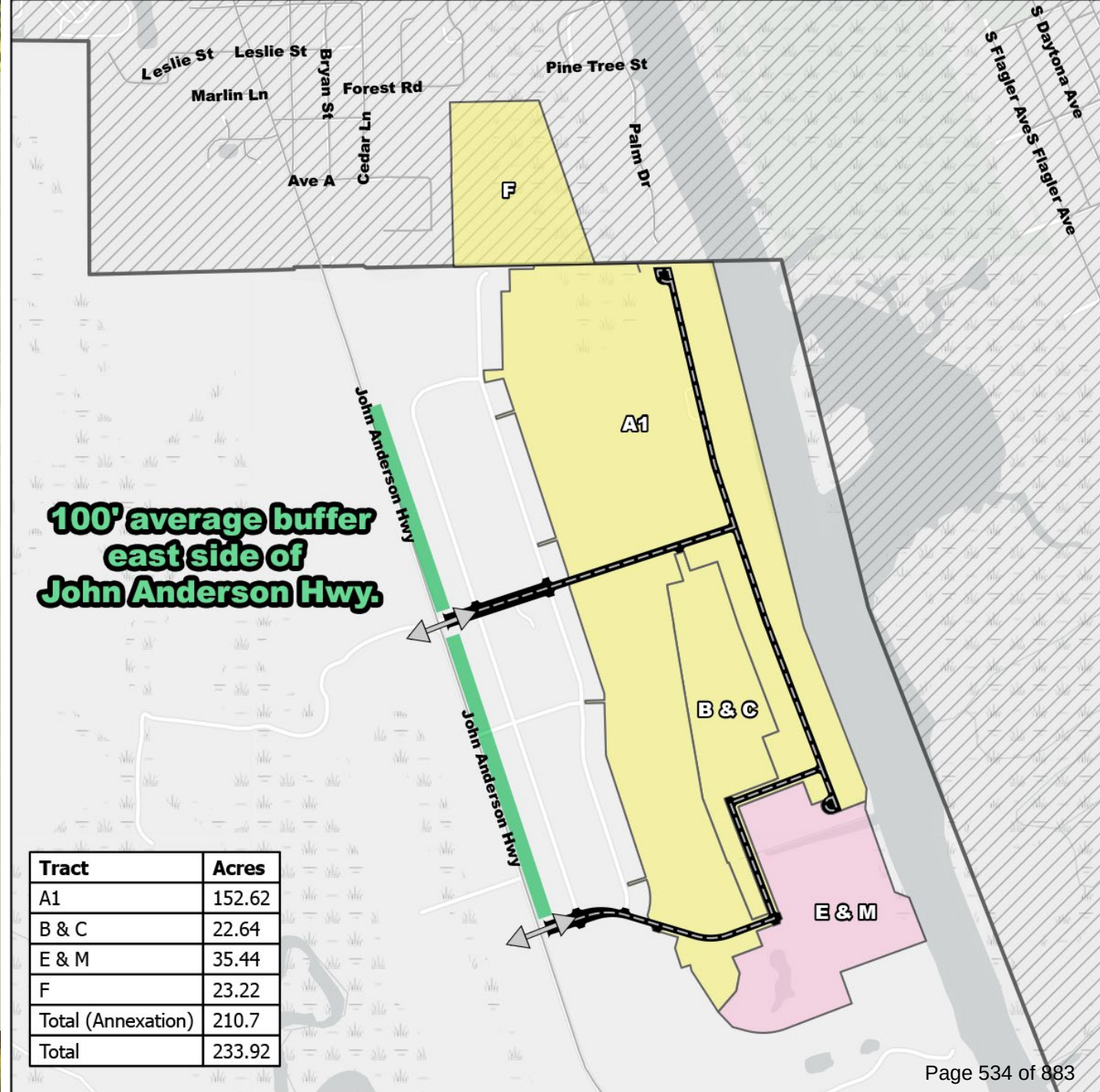
Open Space & Wetland Protection

- Minimum 40% of the Project shall be open space
- Minimum of 42 acres (17% of Project) dedicated as conservation
- Wetland Impact categorized by quality assessment
- Wetland Buffers
 - Natural upland buffer adjacent to wetlands and saltwater marshes



Environmental

- Average 100-foot buffer along John Anderson Highway
- Stormwater harvesting or reclaimed water for irrigation
- 50% of residential common areas shall be native, drought-tolerant or waterwise vegetation
- Three shade trees per detached lot
- Tree survey for Distinct Trees
 - Mitigation \$25 per diameter inch, up to a maximum of \$4,000 per Distinct Tree



Drainage

Master Stormwater Plan

- Finished Floor Elevation to be above flood zone x
- Master Drainage Plan
- Master stormwater system owned and maintained by the CDD/HOA

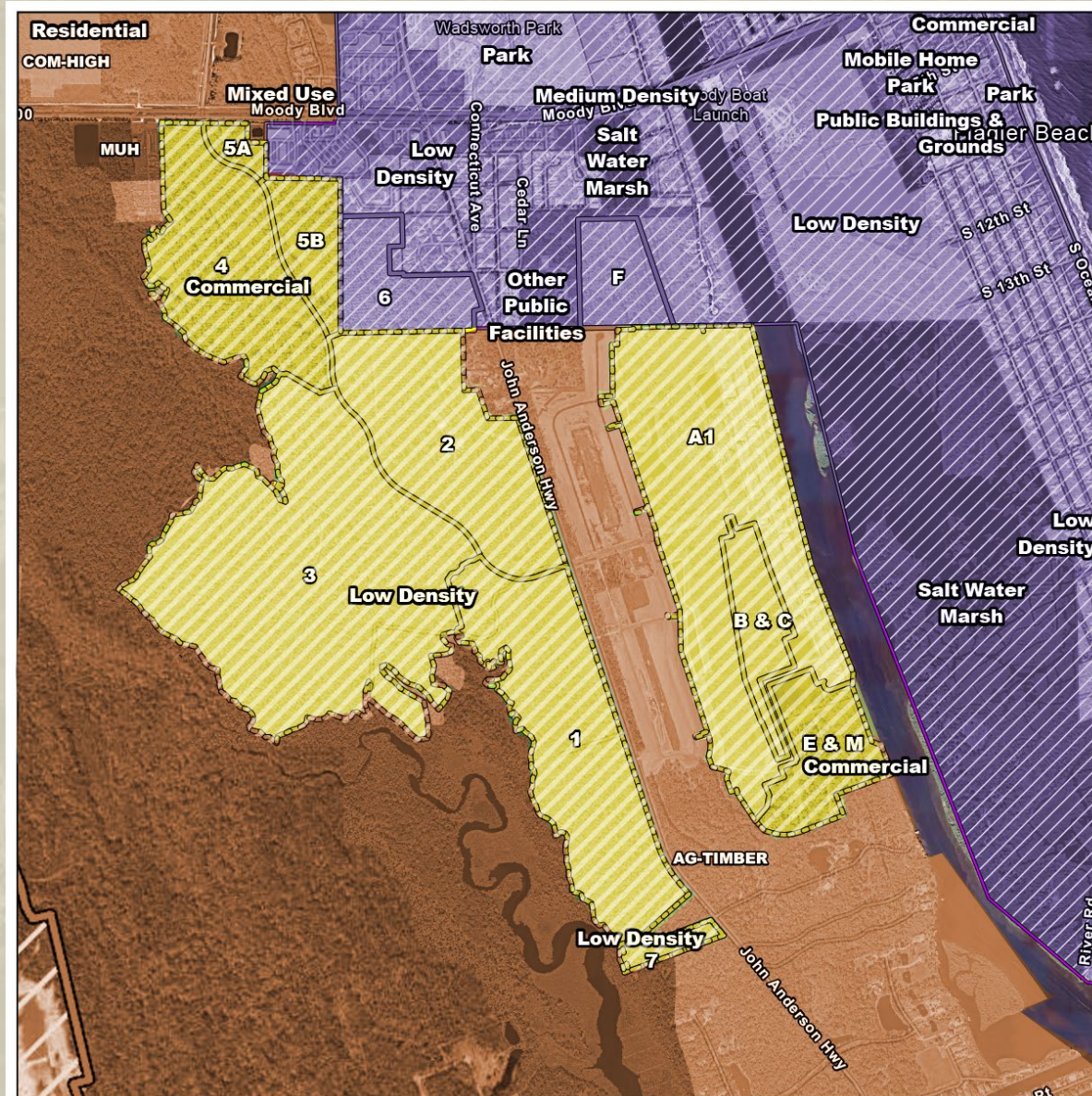
Summary

- **Mixed Use Development** program: a maximum of **377 homes** and **16,200 square feet of retail** and **150 marina berths** to create a destination and increased tax base
- **Conservation & Recreation** set aside
- Roadway buffers
- Public safety set aside and impact fee payment
- The project is compatible with the surrounding zoning and Comprehensive Plan
- The infrastructure, recreational and community support amenities to serve this project are **in place** or **will be constructed**.
- Staff recommends **approval** of the FLUM amendment and MPD rezoning, finding both applications consistent with the Comprehensive Plan.

Requested actions

- **Approve by first reading** the Voluntary Annexation
- **Approve Transmittal** of the Comprehensive plan amendment
- **Approve by first reading** the MPD rezoning

Thank You



Serial Number
25-00355F

Observer

You. Your Neighbors. Your Neighborhood.

Palm CoastObserver.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 Public Hearing

in the matter of Ordinance 2025-23, 2025-24

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

issues of 10/30/2025

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

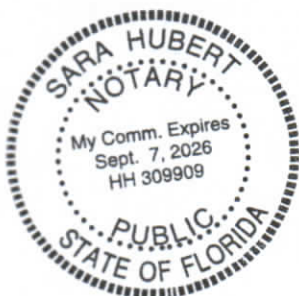
Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-23. Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. 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. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 400 S. Daytona Ave.

Location Map



Oct. 30

25-00355F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission

From:

Meeting Date: November 13, 2025

Item Name: Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Applicant requests to amend the Future Land Use Map designation for property located within the City of Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and a text amendment to voluntarily limit development to maximum of 1,640 residential units, a maximum of 640,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

N/A

Staff Recommendation:

Staff finds the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and to recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Summertown_FINAL
2. Ordinance Comp Plan Amendment_Summertown_FINAL DRAFT (1)

3. ST_Application for Comp Plan for submittal
4. BIS 2025-25 ST
5. 25-00356F Affidavit



SUMMERTOWN DEVELOPMENT FINDINGS REPORT

Large-Scale Future Land Use Amendment

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

TABLE OF CONTENTS

1.	APPLICATION INFORMATION	4
1.1	Jurisdiction.....	4
1.2	Applicant.....	4
1.3	Intent	4
2.	PROJECT DESCRIPTION	5
2.1	Summary and Background.....	5
3.	PARCEL DATA.....	5
3.1	Size of Property.....	5
3.2	General Location.....	5
3.3	Access and Frontage	5
4.	LAND USE INFORMATION	6
4.1	Aerial Photograph	6
4.2	Built Features	6
4.3	Current Zoning Designation	6
4.4	Proposed Master Planned Development (MPD).....	7
5.	BASIC DATA	7
5.1	City of Flagler Beach Population.....	7
5.2	Proposed Population Summertown.....	7
5.3	Total Projected Population.....	8
5.4	Proposed Non-Residential (Commercial) Square Footage	8
5.5	Open Space, Buffers and Recreation	8
6.	CONSISTENCY AND COMPATIBILITY ANALYSIS	8
6.1	Land Use Compatibility	8
6.2	Surrounding Zoning Designations:	8
7.	PUBLIC FACILITIES / IMPACT ANALYSIS	9
7.1	Potable Water Data and Analysis	9
7.1.2	Residential Potable Water Demand	9
7.1.3	Non-Residential Potable Water Demand	9
7.1.4	Findings Residential and Non-Residential Potable Water.....	10
7.2	Wastewater Data and Analysis	10
7.2.1	Residential Wastewater Demand	10
7.2.2	Non-Residential Wastewater Demand.....	11
7.2.3	Findings Residential and Non-Residential Wastewater.....	11
7.3	Solid Waste Data and Analysis	11
7.3.1	Solid Waste Demand.....	11
7.3.2	Solid Waste Demand Residential.....	11
7.3.3	Solid Waste Demand Non-Residential	12
7.4	Stormwater Management	12
7.4.1	Stormwater Findings	12
7.5	Transportation Impacts	12
7.5.1	Roadway Segments and Intersections Within the Study Area.....	13

7.5.2	Pertinent Developments Included in Transportation Study	13
7.5.3	Findings Transportation Modifications/Improvements Required.....	13
7.6	Schools Impact.....	14
7.6.1	Methodology	14
7.6.2	2024 FC School Board Student Generation Rate Analysis	14
7.7	Public Safety	14
7.8	Economic Impact Data and Analysis.....	15
8.	Undeveloped Lands and Cultural, Historical, and Natural Resources.....	15
8.1	Soils Map	15
8.1.2	Topography Map.....	15
8.1.3	Habitat Uplands	15
8.1.4	Wetlands	16
8.1.5	Surface Waters	17
8.1.6	Wildlife Observations	17
8.1.7	Protected Species	17
8.1.8	Findings Gopher Tortoise	18
8.1.9	List of Species Observed	18
8.1.10	Findings of Species Observed.....	18
9.	CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN.....	19
9.1	Public Facilities.....	19
9.1.2	Findings Public Facilities.....	20
9.2	Future Land Use Element	20
9.2.1	Findings Future Land Use Element	21
9.3.1	Findings Housing Element.....	21
9.4	Public Facilities Element	21
9.4.1	Findings Public Facilities Element	21

1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Summertown Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Summertown, LLC; Palm Coast Intracoastal, LLC; and Highway 100
Commercial, LLC

1.3 Intent

The intent is to develop the property into Low Density Residential, General Commercial including a mix of residential, supporting retail, and maximum of 250 hotel rooms over a multiphase period with an anticipated 2045 buildout. Approximately 30 acres (Tract 6) are within the City of Flagler Beach and designated Medium Density Residential. Together this represents about 544 acres subject to the map amendment and site- specific text amendment.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 545 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity and Low and Medium Density (Flagler Beach designations) to the Low Density Residential (LDR), and General Commercial (GC) City of Flagler Beach designations.

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Summertown Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

The current development proposal being considered on the 545+/- acres is as follows:

Project	899.09 +/- Acres
Residential Units	1,640 units (3units/ac)
Commercial Density	840,000,000 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 545 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

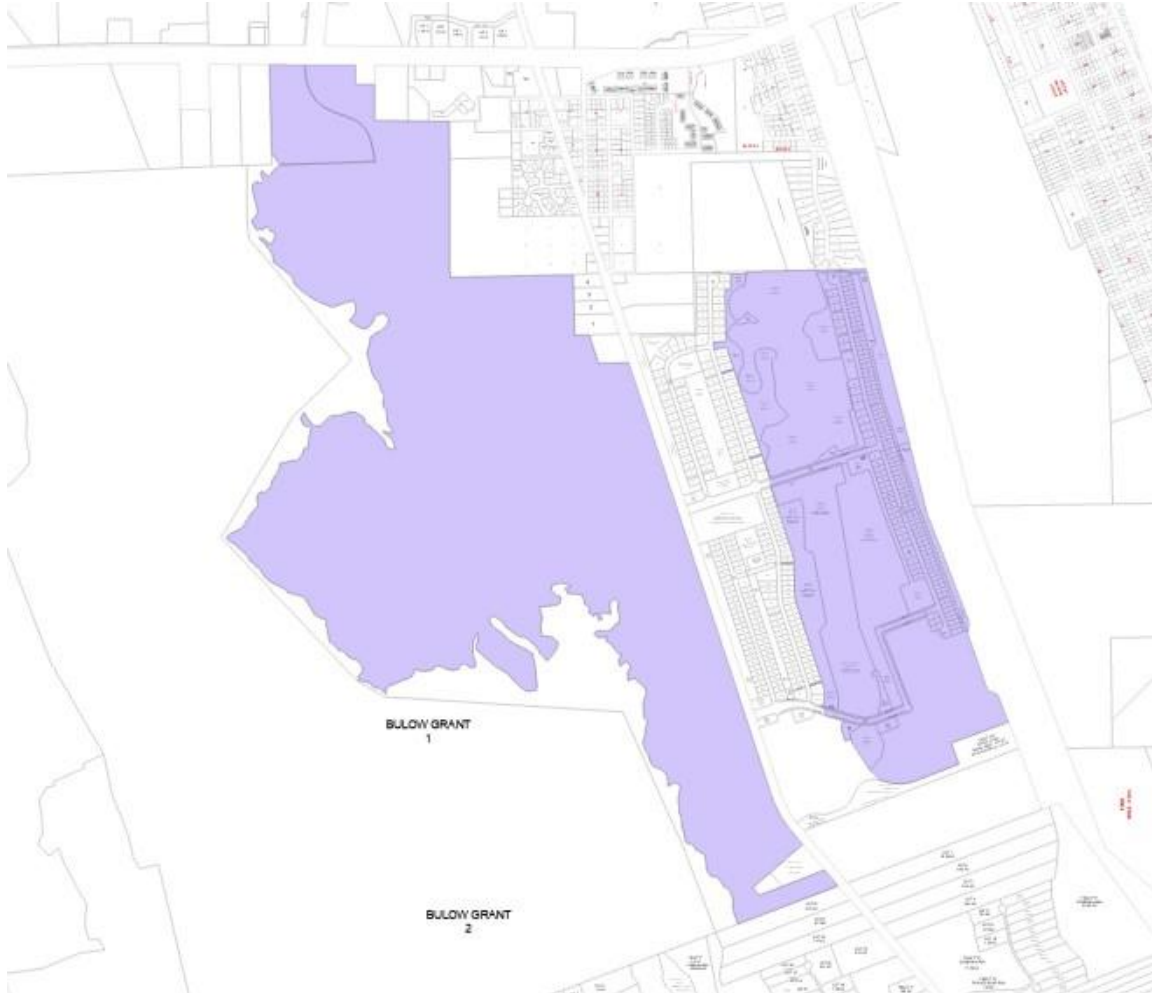
3.3 Access and Frontage

The development is on the west side John Anderson Highway, and access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection.

Access to Summertown East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the PUD is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mis, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using creative and flexible concepts in site planning than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Summertown

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 545 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *1640 DU's =
3411 persons

Source:

<https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223>

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Summertown Population = **9078 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 840,000 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations)

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Summertown Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 1640 units * 2.08 persons per unit = 3411

Proposed potable water demand = 3411 persons * 125 GPCD

Proposed potable water demand = 426,375 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 10,849 persons * 125 GPCD

Total Projected Potable Water Demand = 1356,125 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Summertown Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Summertown is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 840,000 * .10 GPD/SQFT

Proposed non-residential water demand = 84,000 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Summertown Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 1640 units * 248 GPD/unit

Proposed wastewater demand = 406,720 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD

Existing non-residential wastewater demand = 243 acres * 2000 GPD

Existing non-residential wastewater demand = 486,000 GPD

Summertown Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT

Proposed non-residential wastewater demand = 840,000 SQFT * .10 GPD

Proposed non-residential wastewater demand = 84,000 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 490,720 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit

Existing solid waste demand = 3576 * 7.7 lbs./per day/unit

Existing solid waste demand = 27,535 LBS/Per Day

Summertown Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit

Proposed solid waste demand = 1640 * 7.7 lbs. per day/unit

Proposed solid waste demand = 12,628 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Summertown Proposed Non-Residential Solid Waste Demand

Proposed solid waste demand = SQ FT * 0.01 LBS/per day

Proposed solid waste demand = 840,000 SQFT * 0.01 LBS/per day

Proposed solid waste demand = 84,000 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intracoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 545+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

The development at buildout is anticipated to generate 43,971 gross daily, 1,511 net AM peak, and 2,838 net PM peak trips. Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The roadway segments evaluated within the study are shown listed below:

- Segment 1: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
- Segment 2: SR 100 (Moody Boulevard) from S Flagler to CR 201 (John Anderson Highway)
- Segment 3: SR 100 (Moody Boulevard) from SR A1A to S Flagler
- Segment 4: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane
- Segment 5: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
- Segment 6: Colbert Lane Extension (new road) from SR 100 (Moody Boulevard) to 2-Lane Section
- Segment 7: Colbert Lane Extension (new road) from 4-lane Section to CR 201 (John Anderson Highway)

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
 - Commercial: 160,000 SQ FT
 - Marina: 80 wet/ 200 dry
 - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Summertown Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030). The development will provide a new internal roadway connecting SR 100 (Moody Boulevard) to CR 201 (John Anderson Highway). The roadway will service both residential and commercial therefore, adding two (2) new roadway segments as follows:

- Segment 6: Colbert Lane Extension from SR 100 (Moody Boulevard) to Residential (2-lane)
- Segment 7: Colbert Lane Extension from Commercial (4-lane) to CR 201 (John Anderson Highway)

Phase Year 2030 roadway segment capacity analysis for the PMPH shows Phased Year 2030 PM Peak Hour Volume and LOS. The analysis reveals that the roadway segments are anticipated to continue operating at a LOS C or better. No mitigation anticipated to be required by the development at this phase buildout.

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source: 2024 Student Generation Analysis PDF (resources.flaglersite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quadplexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a

fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax:	\$999,530,156
Commercial Property Tax:	\$17,850,979
School Impact Fee:	\$12,265,864
Flagler Beach Impact Fees:	\$336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Summertown property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Summertown Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in

2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (*Pinus clausa*).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliottii*), sand pine, southern magnolia (*Magnolia grandifolia*), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua*). Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Celtis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*Ilex vomitoria*), wax myrtle (*Myrica cerifera*), greenbriar (*Smilax spp.*), and bracken fern (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (*Pinus elliottii*). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (*Lyonia ferrigunea*), gallberry (*Ilex glabra*), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatum*), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves (*Avicenia germinans*) and red mangroves (*Rhizophora mangle*).

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm (*Ulmus americana*), red maple (*Acer rubrum*), and cabbage palm (*Sabal palmetto*). The understory is dominated by saw palmetto, shiny lyonia (*Lyonia lucida*), dahoon holly (*Ilex cassine*), wax myrtle, buttonbush (*Cephalanthus occidentalis*), sawgrass (*Cladium jamaicense*), swamp fern (*Blechnum serrulatum*), royal fern (*Osmunda regalis*), Virginia chain fern (*Woodwardia virginica*), and cinnamon fern (*Osmunda cinnamomea*).

Wetland Mixed Forest - Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow (*Salix caroliniana*), saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass (*Spartina bakeri*), royal fem, swamp fem, and leather fem (*Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush (*Juncus roemerianus*), black mangrove, sand cordgrass, marsh elder (*Iva frutescens*), sawgrass, saltwort (*Batis maritima*), and glasswort (*Salicornia* spp.).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	<i>Corvus brachyrhynchos</i>	No
	Northern cardinal	<i>Cardinalis cardinalis</i>	No
	Black vulture	<i>Coragyps atratus</i>	No
	Red shouldered hawk	<i>Buteo lineatus</i>	No
	Blue Jay	<i>Cyanocitta cristata</i>	No
Mammals			
	Florida Black Bear	<i>Ursus Americanus floridanus</i>	No
	Gray Squirrel	<i>Sciurus carolinensis</i>	No
	White Tailed Deer	<i>Odocoileus virginianus</i>	No
Reptiles			
	Gopher Tortoise	<i>Gopherus polyphemus</i>	Yes
	Diamondback rattlesnake	<i>Crotalus adamanteus</i>	No
	Cottonmouth	<i>Agkistrodon piscivorus</i>	No
	Southern black racer	<i>Coluber constrictor</i>	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

- a. An analysis of the availability of facilities and services.
- b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
- c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy

H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 - The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 - The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 - The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) consistent

with the Comprehensive Plan and recommend to the City Commission to approve the FLUM amendment from unincorporated land use designations of Agriculture, Conservation, and Mixed Use: High Intensity to the City of Flagler Beach land use designations of Low Density Residential and General Commercial.

Exhibits – Developer’s FLUM Application, Maps, and Exhibits.

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County

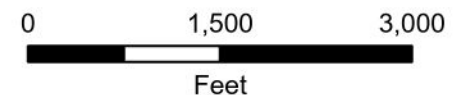


Summertown

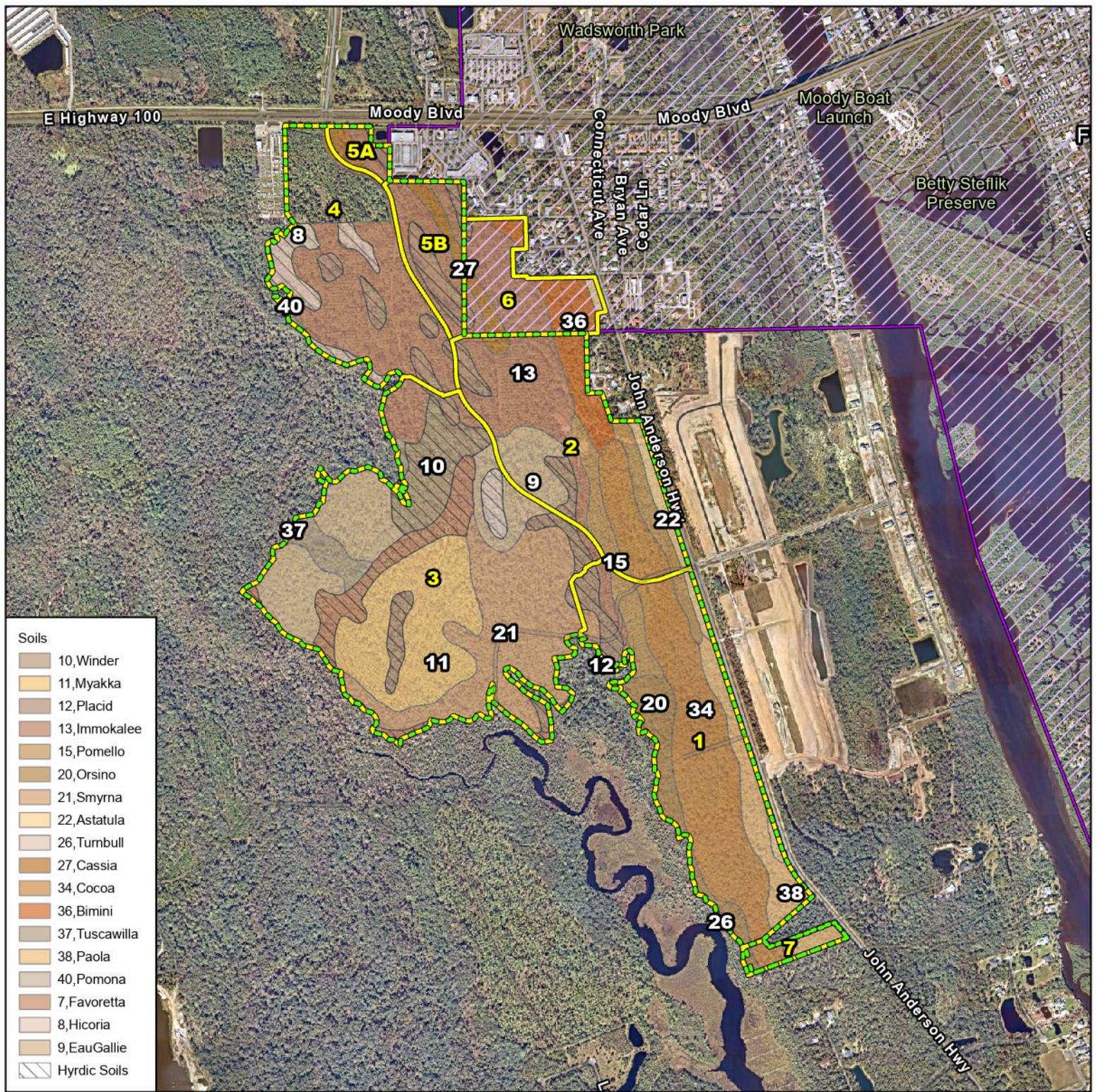
Aerial

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etmnc.com



Summertown

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

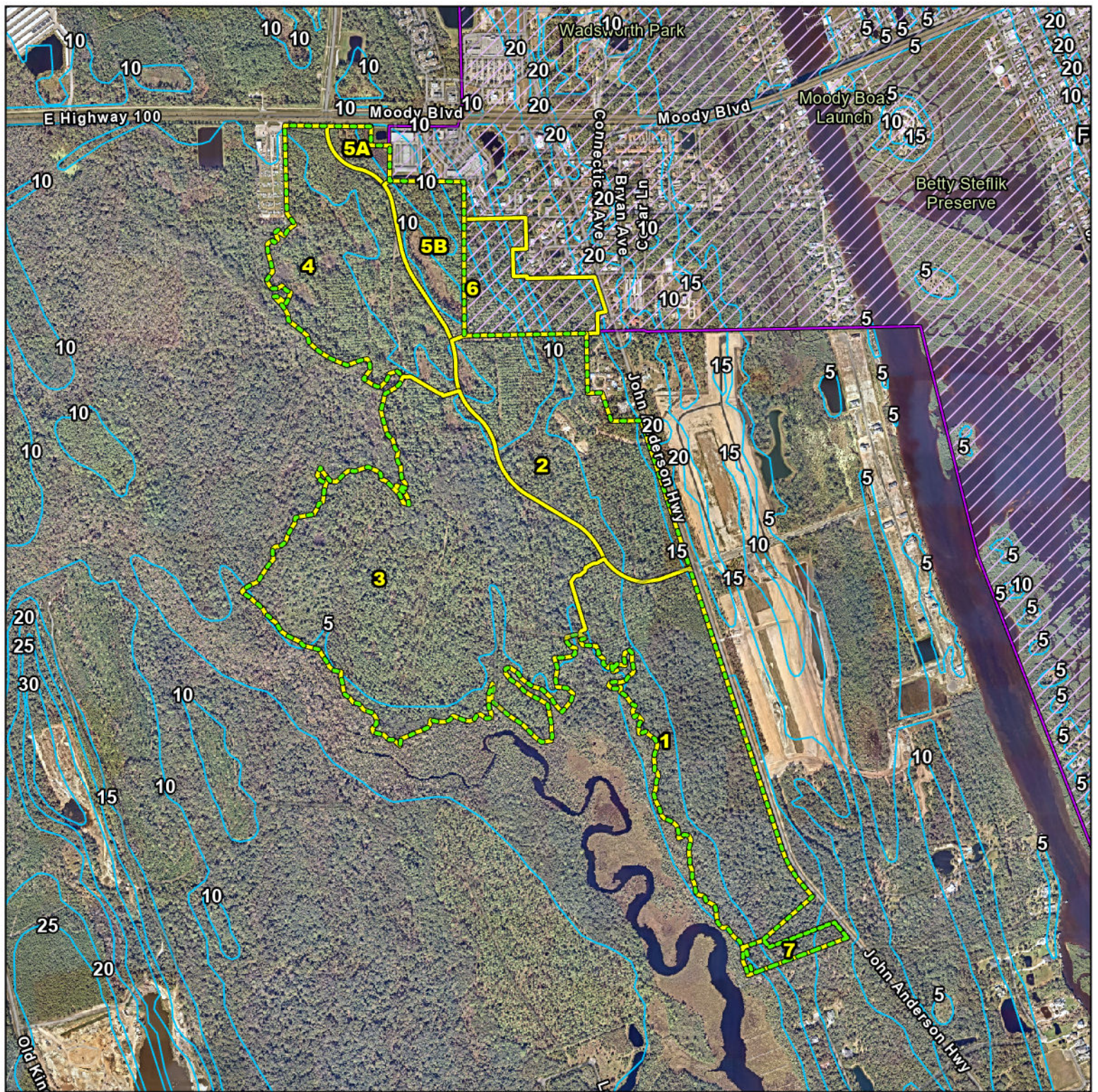
- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



0 1,500 3,000
Feet

ETM

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com



Summertown

Topography

Source: ETM, Flagler County, USGS, Esri, Neamap

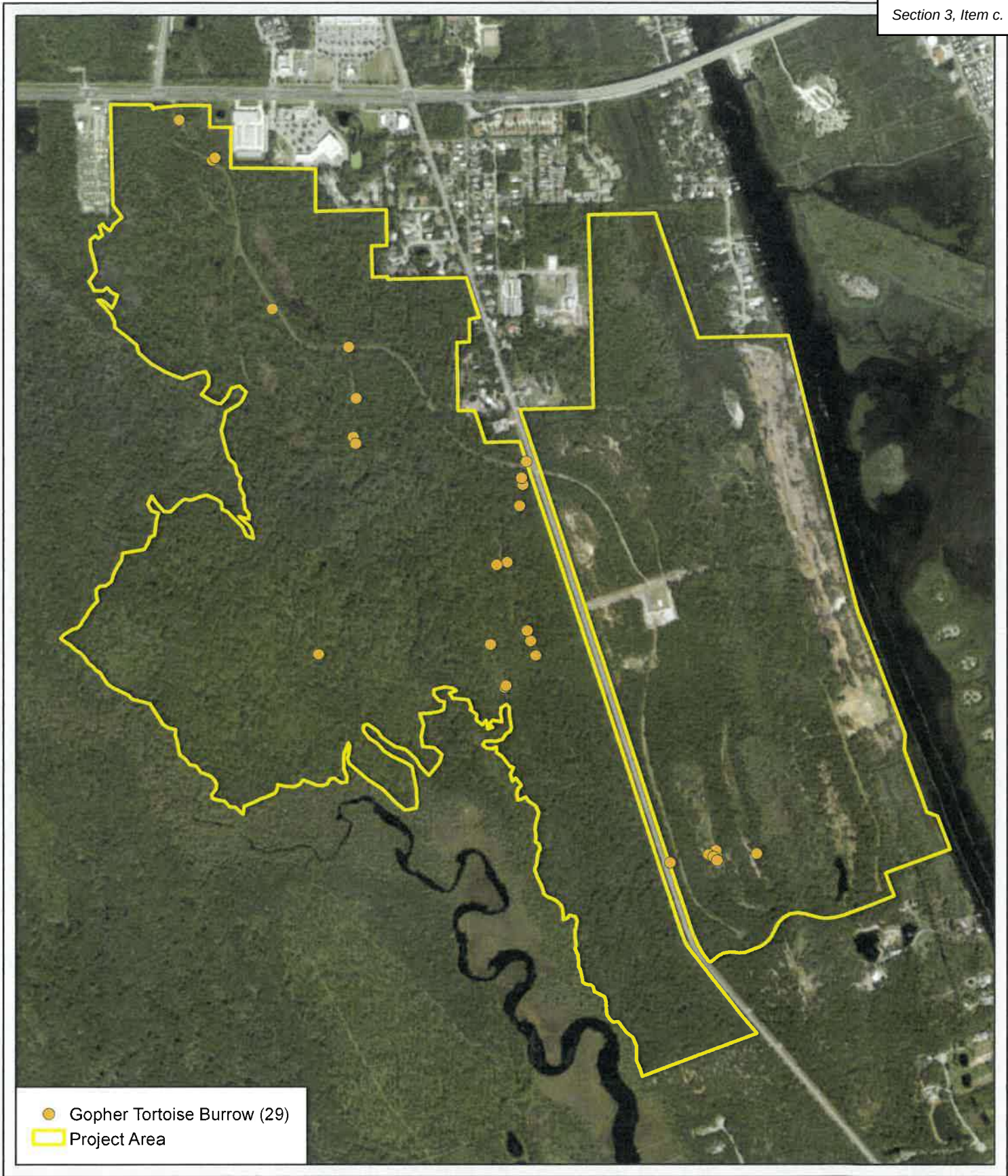
- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits
- Flagler County 5ft Contours



0 1,500 3,000
Feet

ETM
ENGLAND-THIMS & MILLER

14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etm-inc.com



Gopher Tortoise Burrow Location Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL

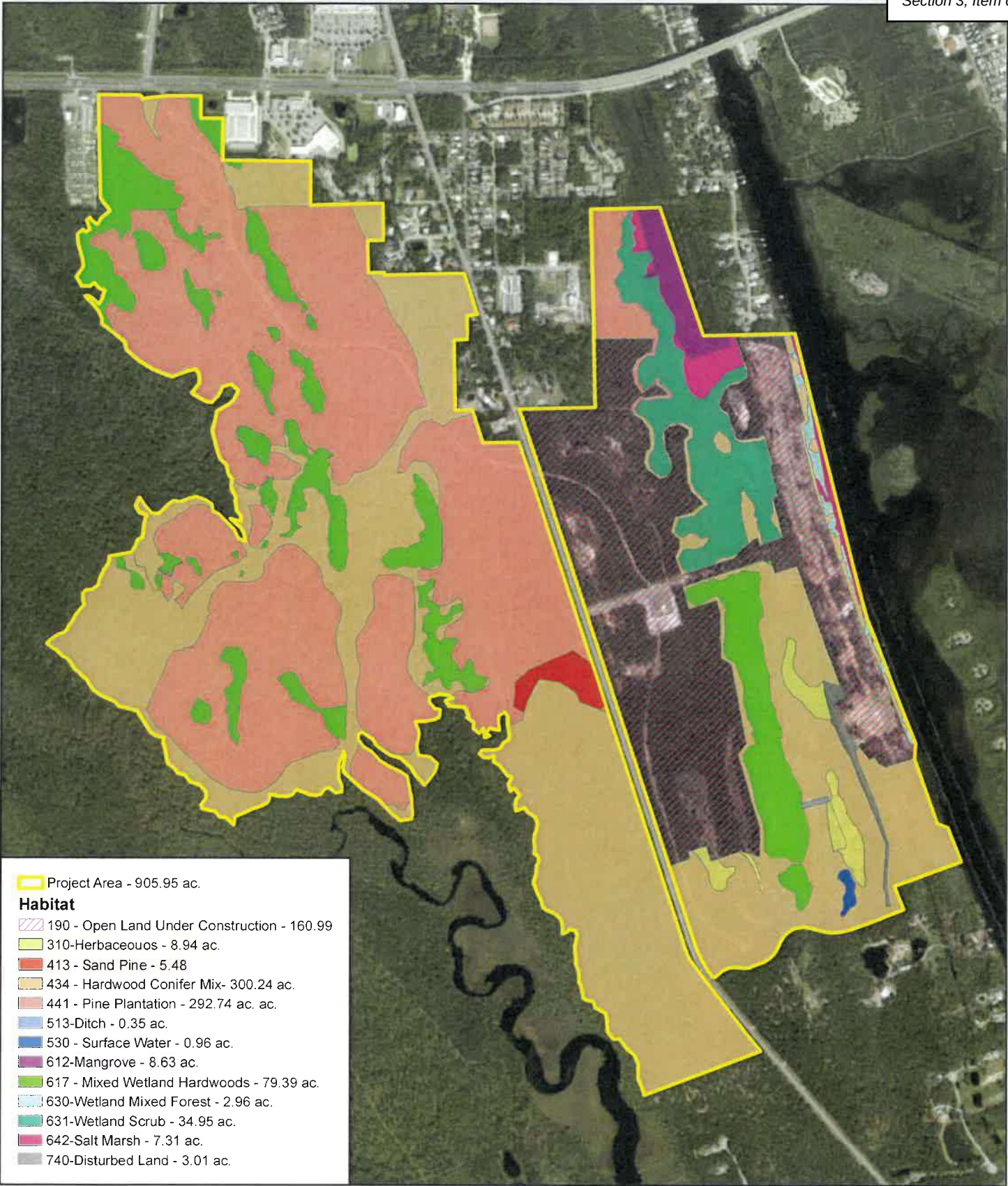


Image Source: ESRI 2022
Date: 5-23-24

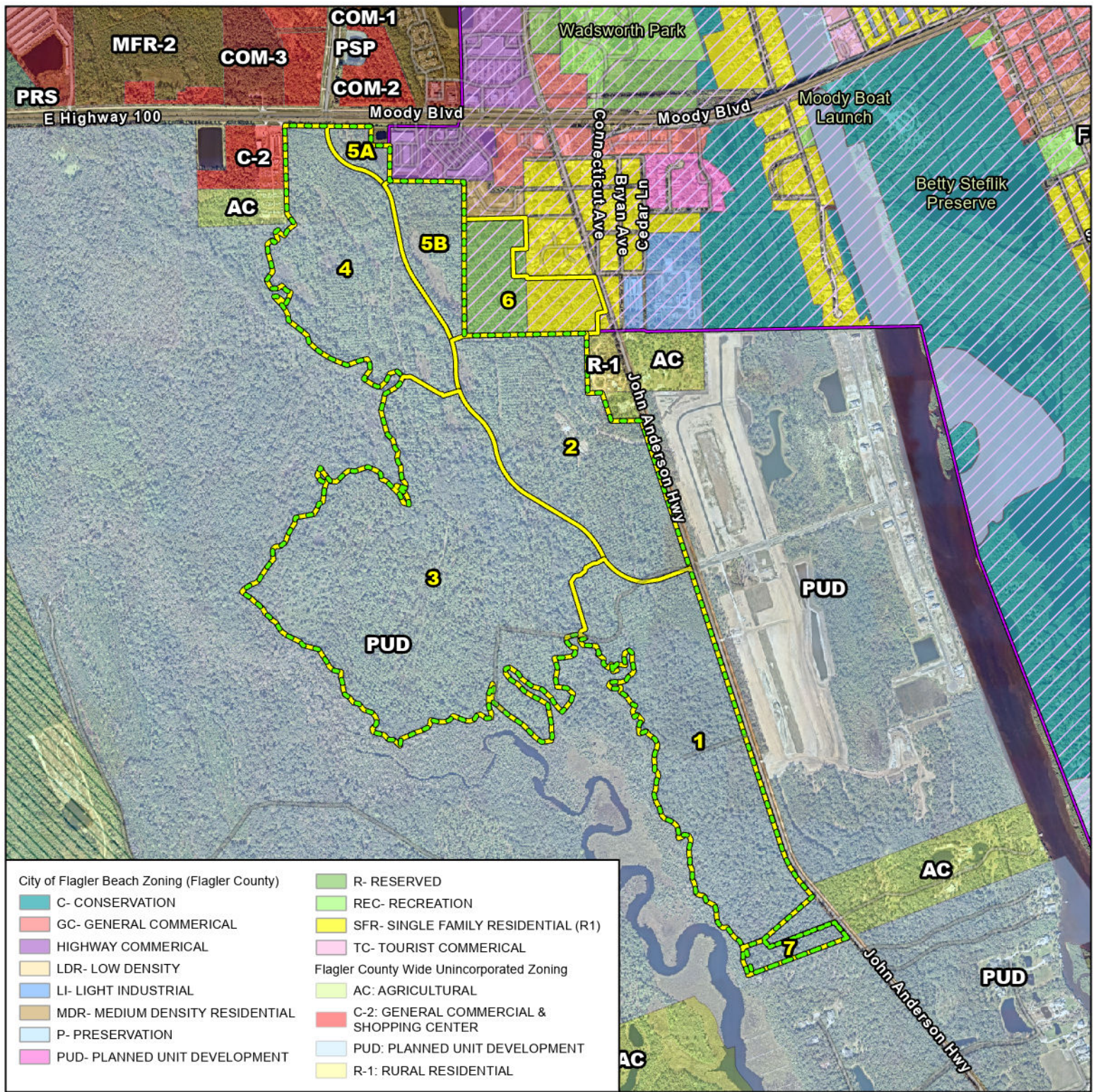
0 600 1,200
Feet



Habitat Map Veranda Bay Flagler County, Florida



WWW.ATLANTICECOLOGICALSERVICES.COM
904-347-9133 | jody@atlanticecologicalservices.com
201 Basque Rd | St. Augustine, FL 32084



Summertown

Zoning

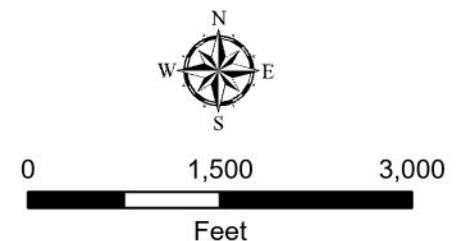
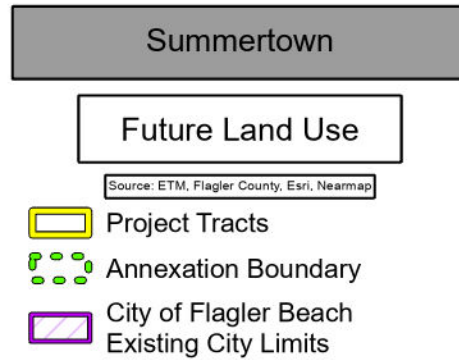
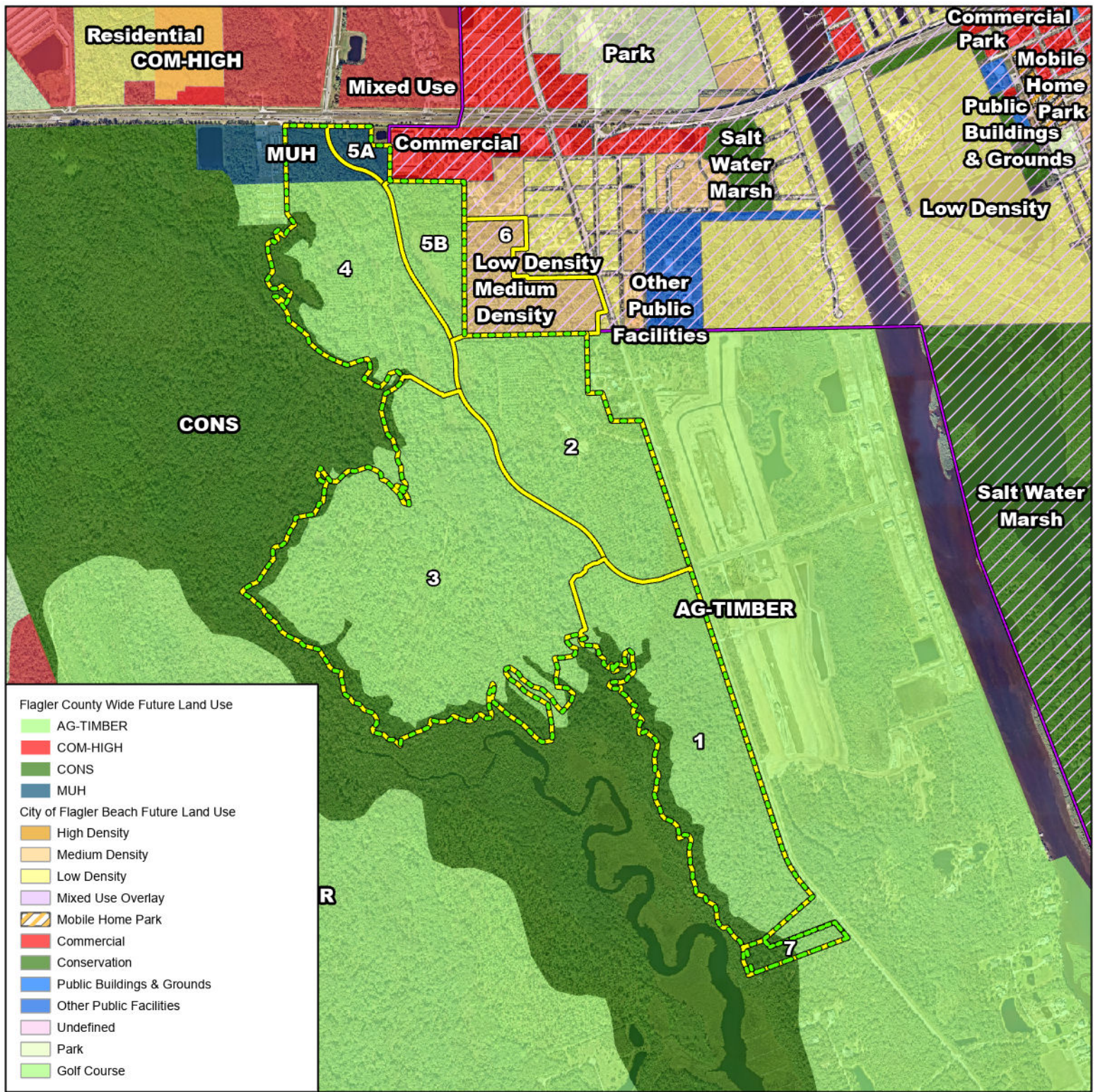
Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



0 1,500 3,000
Feet

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com



ETM
 ENGLAND-THIMS & MILLER
 14775 Old St. Augustine Road, Jacksonville, Florida 32258
 904.642.8990 | www.etmgeo.com | www.etm-inc.com

ORDINANCE 2025-25
SUMMERTOWN COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 7, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

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

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 544.97 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

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

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October, 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November, 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"

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

**LEGAL DESCRIPTION
COMP PLAN AMENDMENT**

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT B



Summertown

Aerial

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits



0 1,500 3,000
Feet

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

EXHIBIT C

Summertown (“Property”) Comprehensive Plan Text Amendment

Policy A.1.1.3.I – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

Serial Number
25-00352F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.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 Public Hearing

in the matter of Ordinance 2025-25, 2025-26

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

issues of 9/25/2025

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,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-29 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-3000) EXT. 231.

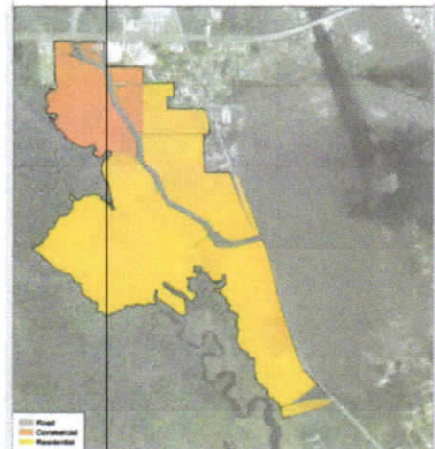
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The request will be heard at 5:30 P.M. 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 386-517-3000 Ext. 231 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-3000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25

25-00352F



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☒ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____ Application No.: PFLUMA25-0002
Fee Paid: \$ _____ Date Received: _____
Employee Accepting Application (print name): _____
Rejected Date: _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Summertown
B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____
C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers
D. LEGAL DESCRIPTION: _____ Subdivision Name; _____
See attached Exhibit "A" legal description
Section; _____ Block(s); _____ Lot(s); _____
E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____
F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD
OVERLAY DISTRICT: _____
G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____
H. CURRENT USE OF PROPERTY: Vacant
I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforflie.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

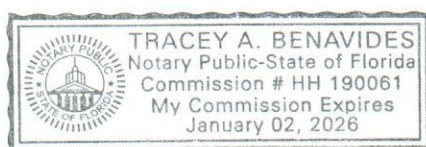
Signature(s): William G. Allen William G. Allen
 Printed or typed name(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of July 2025 by William G. Allen as Manager individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides

(SEAL)

Signature of Notary Public, State of Florida





CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100 Commercial, LLC	APPLICANT/AGENT: Michael D. Chiumento III, Esq.
Name: Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Mgr.	Name: Chiumento Law, PLLC
Mailing Address: 800 Highland Ave., Suite 200	Mailing Address: 145 City Place, Ste. 301, Palm Coast, FL 32164
Phone Number: Orlando, FL 32803	Phone Number: 386-445-8900
E-mail Address:	E-mail Address: michael3@legalteamforlife.com

MORTGAGE HOLDER: N/A	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

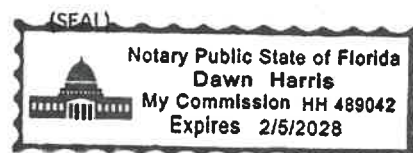
Signature of owner OR person authorized to represent this application:

Signature(s): *Michelle Chira*

Printed or typed name(s): Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of JUNE, 2024, by Michelle Chira, Trustee of the Michelle Chira individual submitted by Personal Knowledge Satisfactory Evidence: Type Revocable Trust, as Manager of Highway 100 Commercial, LLC

Signature of Notary Public, State of Florida





CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100Commercial, LLC	APPLICANT/AGENT: Michael D. Chiumento III Esq.
Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust, as Manager	Name: Chiumento Law, PLLC
Address: 800 Highland Ave., Suite 200	Mailing Address: _____
Orlando, FL 32803	E-mail Address: _____
MORTGAGE HOLDER: N/A	michael3@legalteamforlife.com
Name: _____	ENGINEER OR PROFESSIONAL:
Mailing Address: _____	Name: _____
Phone Number: _____	Mailing Address: _____
E-mail Address: _____	Phone Number: _____
	E-mail Address: _____

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

PLANNER:	TRAFFIC ENGINEER:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

ATTORNEY OF RECORD:	DEVELOPER:
Name: _____	Name: _____
Mailing Address: _____	Mailing Address: _____
Phone Number: _____	Phone Number: _____
E-mail Address: _____	E-mail Address: _____

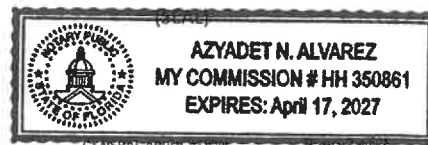
I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner Or person authorized to represent this application: _____

Signature(s): _____
Printed or typed name(s): Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of, May 2024 by Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Signature of Notary Public, State of Florida



11.22.21

GENERAL APPLICATION Page 2 of 2

EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

**LEGAL DESCRIPTION
COMP PLAN AMENDMENT**

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT “B”

POD	OWNER	PROPERTY	ACREAGE
6	Palm Coast Intracoastal LLC	City of Flagler Beach - West Side (11-12-31-0650-000D0-0011)	31.58
p/o 4	Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
1, 2, 3, p/o 4, 5A, 5B and 7	Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12

TOTAL ACREAGE 545.64

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

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

Serial Number
25-00356F

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 Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the
issues of 10/30/2025

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.

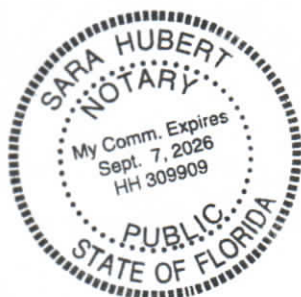
N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,
30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

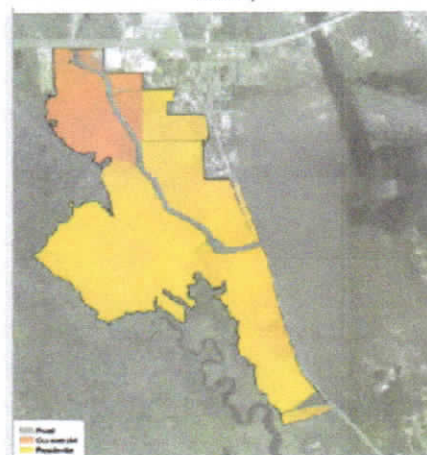
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



OCT. 30

25-00356F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Planning & Architectural Review Board will review the item at its October 7, 2025, meeting. The City Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The Applicant wishes to amend the official Zoning Map for 545+/- acres from currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) to Master Planned Development, City of Flagler Beach and create one single integrated mixed-use community.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission to approve the Master Planned Development Agreement (MPDA) for Summertown, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the City can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Ordinance 2025-26 Summertown MPDA Rezone Staff Report
2. Ordinance 2025-26 Summertown Rezone_MPD_FINAL DRAFT (1)
3. ST_Application for Rezoning EXECUTED
4. BIS 2025-26 ST

5. Summertown MPD Agreement redlined 12.11.24 vs 9.29.25 versions
6. Summer Town _City Commission_11132025 Developers presentation
7. 25-00356F Affidavit

To: Planning and Architectural Review Board
From: Lupita McClenning, City Planner
Applicant: Michael Chiumento
Property: 545 +/- acres located west of John Anderson and south of SR 100 Summertown
Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Summertown.
Date: September 29, 2025

Applicant requests 545+/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 545+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

Table of Contents

APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN.....	4
SECTION 1 - RECITALS	4
SECTION 2. OWNER AUTHORIZATION	5
SECTION 3. PROJECT AND MPDA SUMMERTOWN	5
Mixed-Use Development 545 Acres	5
SECTION 4 –MPD REVIEW AND APPROVAL PROCESS.....	5
Section 4. MPD Development Review Process	6
SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN	6
SECTION 6. PERMITTED USES	6
Residential Uses.....	7
Commercial Uses	7
Open Space forty Percent (40%).....	7
SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY	7
SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY	7
SECTION 9. FACILITY COMMITMENTS	8
Pg. 10 of 47 MPDA.....	8
SECTION 10. DEVELOPMENT STANDARDS.....	9
Parking.....	9
Open Space.....	9
Water/Wastewater/Reuse	9
Transportation	9
Drainage	9
Landscaping, Tree, and Vegetation Protection.....	9
John Anderson Highway Buffer	10
Lighting	10
Fire Protection	10
Utilities.....	10
Interconnectivity.....	11
Wetland Protection	11
Signage.....	11
Temporary Facilities	11
Rental Program	11
Marina	11

Age Restriction.....	12
Accessory Uses	12
SECTION 11. PHASING OF DEVELOPMENT	12
Multiple Phases	12
Roadways.....	12
Clearing/Grading.....	12
SECTION 12. LOT AND BUILDING STANDARDS	14
Residential	14
Commercial and Mixed-Use (residential above)	15
Architectural Style	15
SECTION 13. PERMITS AND APPROVALS.....	16
SECTION 14. DEVELOPMENT FEES	16
SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS.....	17
SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION	17
SECTION 17. NOTICES	17
SECTION 18. SEVERABILITY	17
SECTION 19. SUCCESSORS AND ASSIGNS.....	17
SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.	17
SECTION 21. TERM/EFFECTIVE DATE.	17
SECTION 22. RECORDATION.....	17
SECTION 23. THIRD PARTY RIGHTS	17
SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.....	17
SECTION 25. ATTORNEYS' FEES.....	17
SECTION 26. FORCE MAJEURE	17
SECTION 27. INDEMNIFICATION.....	17
SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.....	17
SECTION 29. CAPTIONS.....	17
SECTION 30. EXHIBITS.....	17
SECTION 31. INTERPRETATION	17
SECTION 32. FURTHER ASSURANCES	17
SECTION 33. COUNTERPARTS	17
SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER	17
SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS	17

APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Summertown.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Summertown Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **residential, commercial, a hotel, and amenities.**

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA SUMMERTOWN

Mixed-Use Development 545 Acres

(a) The Project

(b) Summertown is a mixed-use, development providing for commercial and significant open space, and is intended to provide shopping, office and other commerce and economic development opportunities. may also be developed into a mixed-use center where residential uses are integrated with the general commercial uses to further the concept of “work, shop and play.

- Summertown 16407 DU
 - 1.6 units per acre gross residential development
 - 3 units an acre per pod
- General Commercial
 - 840,000 SQFT Commercial
- Open Space
 - Minimum of forty percent (40%)

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

- (a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,
- (b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
- (c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Summertown MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
1	Low Density Single-Family Residential (SFR) Units	300	units	Q4	2026	Q2	2032
2	Low Density Single-Family Residential (SFR) Units	240	units	Q3	2026	Q2	2031
3	Medium Density Residential - Multi Family	750	units	Q1	2027	Q4	2043
4	Town Center - Commercial/Retail/Office	800,000	sq. ft.	Q4	2026	Q4	2044
5A	Office / Retail / Commercial	40,000	sq. ft.	Q4	2026	Q4	2028
5B	High Density Residential/Hotel Site	250	units	Q1	2030	Q3	2032
6	Medium Density Apartments	350	units	Q1	2030	Q4	2031
7	Private Boat and RV Storage (for residents only)						

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

- (1) modifications to the maximum building height (35') nor
- (2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Personal and Professional Services
- Town Center Commercial/Retail
- Restaurants
- Farmers Markets
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium
- Hotel
- Private Storage Boat/RV

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development

Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Summertown Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILITY COMMITMENTS

Pg. 10 of 47 MPDA

- (a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.
- (b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant's sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:
 - (1) Private Improvements:
 - a. Parking areas
 - b. Utilities
 - c. Master stormwater system
 - d. Sidewalks
 - e. Lighting
 - f. Recreational facilities
 - g. Perimeter buffer
 - h. Landscaping
 - i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Summertown and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5' sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City's site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

- a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

- b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

- c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

- d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

- e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.

Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

- f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
- a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
 - b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
 - c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
 - i. Native materials to be used most as possible.
 - ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
 - iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
 - iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
 - v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. **LIST OF DISTINCT TREES and add to DEFINITION** page 16 line 8
 - vi. Distinct Tree Mitigation Fee \$25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed \$4000. page 16 line 18

John Anderson Highway Buffer

- (g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

- (h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

- (i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire

hydrants shall be shown on all construction documents, technical site plans, and plats. The Project shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

- (j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

- (k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

- (l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

- (m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

- (n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

- (o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

- (p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

- (i) participate in the FDEP Clean Marina program, and
- (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.

Age Restriction

- (q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

- (r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Min. Distance Between Buildings*	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'
Max. Bldg. Height**	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Minimum Front Setback from Right of Way	20'	N/A	20'
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf
Minimum Lot Width	40'	N/A	16'
Max. Impervious Surface Ratio****	70%	80%	80%**

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60’*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0’
Min. Bldg. Street-Side Setback	10’
Min. Bldg. Front Setback	10’
Max. Bldg. Height**	35’
Min. Bldg. Rear Setback	10’
Minimum Bldg. Setback to MPD Property Line	20’
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City’s existing *Commercial Architectural Design Standards* that are governed by the City’s LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.~~

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. **City DISCLOSURE*

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

- (i) the existing community development district,
- (ii) a property owners association or
- (iii) other entity accepted by the LUA.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION

SECTION 17. NOTICES

SECTION 18. SEVERABILITY

SECTION 19. SUCCESSORS AND ASSIGNS.

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

SECTION 21. TERM/EFFECTIVE DATE.

SECTION 22. RECORDATION

SECTION 23. THIRD PARTY RIGHTS

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE

SECTION 25. ATTORNEYS' FEES

SECTION 26. FORCE MAJEURE

SECTION 27. INDEMNIFICATION

SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

SECTION 29. CAPTIONS

SECTION 30. EXHIBITS

SECTION 31. INTERPRETATION

SECTION 32. FURTHER ASSURANCES

SECTION 33. COUNTERPARTS

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

**ORDINANCE 2025-26
SUMMERTOWN REZONING
APPLICATION NO. PZR25-0002**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 545.54 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

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

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Summertown Master Planned Development Agreement attached hereto as Exhibit “C” is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-_____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____ day of _____ 2025.

ADOPTED on Second Reading after due public notice and public hearing this ____ day
of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

Serial Number
25-00352F

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 Public Hearing

in the matter of Ordinance 2025-25, 2025-26

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

issues of 9/25/2025

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,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-25 (as amended):

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 544.87 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR REVEALABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-26 (as amended):

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMMISSION'S PLANNED LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.87 ACRES OF CERTAIN REAL PROPERTY, PROVIDING FOR REVEALABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to remove the property from Planned Unit Development (PUD), Reserved (R), and Single-Family Residential (S1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 101 S. 1ST STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD (TUESDAY, OCTOBER 7, 2025 AT 9:00 PM, CITY LEADING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 9:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

ORD READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 9:00 PM, OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-0000) EXT. 301.

The public hearings may be continued to a future date or dates. The time and date 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 9:00 PM, or as soon thereafter as possible, in the City Commission chambers located at 101 South Second Street, Flagler Beach, Florida.

If a person desires 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 each purpose, 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 (386-517-0000) Ext. 301 at least 10 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-0000 Ext. 301. The public may inspect information that is more detailed during other hours at the Planning and Building Department, 901 S. DuPont Ave.

Location Map



Sep. 25

25-00352F

EXHIBIT "C"

Summertown

Master Planned Development Agreement

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

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

6 **SUMMER TOWN**

7 **MASTER PLANNED DEVELOPMENT AGREEMENT**

8
9 **THIS MASTER PLANNED DEVELOPMENT AGREEMENT**, (this “Development
10 Agreement”) is made and executed this _____ day of
11 _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida
12 municipal corporation (the “City”), with an address at 105 S. Second St., Flagler Beach,
13 Florida, 32136, and the master developer of the Subject Property, VERANDA BAY
14 INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda
15 Bay” or “Declarant”), PALM COAST INTRACOASTAL, LLC, a Florida limited liability
16 company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 (“PCI”),
17 and HIGHWAY 100 COMMERCIAL, LLC (“HC 100”) whose address is 800 North
18 Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the
19 “Owners”)

20 **RECITALS.**

21 A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429,
22 Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the
23 negotiated PUD Development Agreement (the “2005 Development Agreement”) for a mixed-
24 use development affecting approximately 1,999 acres of land.

1 B. As negotiated in the 2005 Development Agreement, the owner conveyed
2 approximately 1,100 acres of land designated as environmental lands to Flagler County for the
3 purpose of public services, preservation, conservation, and public recreation for the benefit of
4 citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public
5 boat ramp and for public safety. These lands conveyed to the County are collectively called the “Public
6 Land”.

7 C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of
8 land (the “2005 PUD Property”) is permitted to be developed as a mixed-use development with
9 a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on
10 the Effective Date of this Agreement and subject to this Development Agreement.

11 D. The Declarant owns 495 acres of land (the “Declarant Lands”) located west of John
12 Anderson Highway as depicted on **Exhibit “A”** and specifically described as **Exhibit “A”**.

13 E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94
14 acres of land (the “HC 100 Lands”) located west of John Anderson Highway along SR 100 as
15 depicted on **Exhibit “A”** and specifically described as **Exhibit “A”**.

16 F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land
17 (the “PCI Lands”) located west of John Anderson Highway along SR 100 as depicted on
18 **Exhibit “A”** and specifically described as **Exhibit “A”**.

19 G. The Declarant Lands, the HC Lands, and the PCI Lands shall collectively
20 hereinafter be referred to as the “Subject Property”.

21 H. The Declarant desires to rezone the Subject Property, amend the present
22 entitlements, and create one single integrated mixed-use community.

23 I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

1 permitted by law.

2 J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as
3 Low Density Residential and Commercial on its Future Land Use Map.

4 K. Based upon the finding of facts and conclusions of law, the City Commission
5 determines that this Development Agreement is consistent with the City's Comprehensive Plan,
6 the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions,
7 terms, restrictions, and requirements set forth herein are necessary for the protection of the
8 public health, safety, and welfare of the citizens of the City.

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

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

15 N. The Parties, therefore, desire to rezone the Subject Property, making it subject to
16 this Development Agreement.

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

20 **SECTION 1. RECITALS.**

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

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

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

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

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

12 (b) This Project is a mixed-use, low-density development focused on providing
13 significant Open Space, including preserved lands. The Project provides for low density
14 residential development and commercial development along State Road 100 ("SR100"). The
15 residential uses shall include multiple types of housing opportunities such as low-density
16 residential development, medium-density multi-family uses, and high-density multi-family
17 uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial,
18 generally located adjacent to SR100, is intended to provide shopping, office and other
19 commerce and economic development opportunities for the Project's residents and the general
20 public. However, this area may also be developed into a mixed-use center where residential
21 uses are integrated with the general commercial uses to further the concept of “work, shop and
22 play”. The Project will preserve a minimum of forty percent (40%) of the Project as Open Space,
23 which includes, but is not limited to, preserved lands subject to passive recreation, buffers and

wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, and (ii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler Beach. The Project's density and intensity are provided below.

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

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

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

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-____, adopted this Development Agreement affecting the Subject Property. This Development Agreement *supersedes* prior agreements to avoid conflicting obligations.

1 (a) The MPD Master Plan generally depicts the layout of the Project and delineates
2 the approximate property boundaries, Spine Road (as defined below), Project entrances,
3 general location of Tracts and intended uses, all of which may be further refined in the future
4 at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements
5 of the City’s Comprehensive Plan, the LDR 2025 and other City regulations, including but not
6 limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary
7 plat or site plan approval.

8 (c) The Parties agree and acknowledge that, in the event, the Declarant obtains title
9 to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-
10 0000) previously dedicated to the County, the Parties shall in good faith annex such into the City,
11 amend its land use designation and rezone the property in a manner that is consistent with
12 adjacent lands owned by the Declarant or its assigns.

13 **SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD**
14 **MASTER PLAN.**

15 Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway
16 systems, and other improvements generally depicted on the MPD Master Plan are anticipated
17 to change (“Minor Modifications”) and shall be approved by the City Manager or its designee
18 (the “Land Use Administrator” or “LUA”) during review of construction documents, site plans,
19 or Preliminary Plat for the Project or portions thereof, as long as the development standards
20 contained in this Development Agreement are maintained. Moreover, the Land Use
21 Administrator shall approve a Minor Modification in writing, without City Commission
22 approval, for modifications to the Development Agreement, MPD Master Plan and any
23 construction documents and Preliminary Plat for the Subject Property, provided that: (1) the

maximum building height and maximum number of residential units permitted are not exceeded; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along John Anderson Highway are not modified; or (3) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) through (3) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

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

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
1	Residential	SFR, Town House, Multi-family
2	Residential	SFR, Town House, Multi-family
3	Residential	SFR, Town House, Multi-family
4	Commercial	Mixed-Use, Commercial, Town House, Multi-family

5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family
6	Residential	SFR, Town House, Multi-family
7	Residential	SFR, Amenity

1

2 (a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide
3 areas for detached single-family dwellings and accessory use, including ancillary dwelling
4 units permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall
5 be prohibited from constructing docks along Bulow Creek.

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

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

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

18 (e) Mixed-Use: This use supports economic development by providing a specific,
19 defined location where multiple opportunities for working, shopping, entertainment, lodging,

1 and living are provided. Recognizing that Tracts may include both commercial and residential
2 uses, the mixed-use allows for designs to integrate commercial and residential (attached or
3 detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide
4 commercial uses on the first floor with residential above.

5 (f) Conservation: This use allows areas within the Project to generally remain in
6 their natural vegetative state upon which development may proceed with restrictions. The
7 use permitted to be developed in Conservation areas are restricted to: 1) open space parks,
8 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The
9 Conservation use designation shall be permitted on any Tract despite not being designated
10 in the table above.

11 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
12 **INTERCONNECTIVITY.**

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

18 (b) During the subsequent design and development stage of the Project, the
19 Declarant shall coordinate with the Flagler County School District for a school bus stop
20 location, if necessary.

21 (c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be
22 a public right-of-way. The MPD Master Plan depicts various Tracts intended for development
23 accessing the Spine Road, the final location of such is at the sole discretion of the Declarant.

1 The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for
2 the benefit of the general public, and as generally depicted on **Exhibit “D”**

3 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**

4 The development of the Project shall proceed in accordance with the terms of this
5 Development Agreement. In the event of a conflict between the terms of this Development
6 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall
7 prevail. In the event of an inconsistency or conflict between the terms of this Development
8 Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall
9 prevail. Where specific requirements are not contained in this Development Agreement, the
10 LDR 2025 shall apply to the extent that it does not conflict with the provisions of this
11 Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties
12 agree that the City’s LDR (2025) shall be applied and any subsequent changes to such shall have
13 no effect unless the Declarant elects, at its sole discretion, to comply with such change to the
14 LDR 2025.

15 **SECTION 9. FACILITY COMMITMENTS.**

16 (a) Unless provided elsewhere in this Development Agreement or other agreement,
17 the Declarant agrees that the City is not responsible for the construction or creation of public
18 facilities or capacity to facilitate the development of the Subject Property. As a material
19 inducement for entering into this Agreement, the City represents and warrants that it presently
20 has and shall maintain potable water and wastewater capacity for the Project, each of which is
21 estimated to be 576,000 gallons per day, and the failure to provide such shall be deemed a
22 breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient
23 potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot

1 be immediately satisfied by the City when requested by the Declarant, the Parties agree that
2 the Declarant may, at its sole discretion and without objection from the City, construct private
3 services or obtain such services from other providers including adjacent municipalities. The
4 City discloses that Veranda Bay and Summertown's impact are taken into consideration in the
5 current Mobility Plan Assessment as required to implement a mobility impact fee.
6 Additionally, the City discloses the upcoming Park Plan Assessment and hereby disclose it
7 has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and
8 wet slips.

9 (b) Private & Public Improvements: The Declarant agrees to construct the
10 following on-site improvements at the Declarant's sole and exclusive expense as a condition
11 of this Development Agreement, and in addition to the payment of all impact fees relating to
12 the development of the Subject Property, unless otherwise provided for herein:

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

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

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

22 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
23 integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The

1 Declarant shall require homeowners to construct community sidewalks a minimum of five (5)
2 feet wide on at least one side of the internal roadway system, as may be determined by the
3 Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of
4 the Project, as permitted by governmental permits for the purpose of providing recreational
5 opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight
6 foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway
7 as generally depicted on the MPD Master Plan and **Exhibit "E"**.

8 (d) Access: Ingress and egress to the Project shall be provided, constructed, and
9 dedicated to the City as a public roadway between SR100 and John Anderson Highway, as
10 generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the
11 Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine
12 Road for purposes of signage, enhanced landscape maintenance, Tract access and construction.
13 Moreover, the development of Tracts may be gated from the Spine Road and other public rights
14 of way. The cost of design and construction of the Spine Road shall be eligible for
15 transportation impact fee credits on a dollar-for-dollar basis.

16 (e) Spine Road Construction. If after the 150th home is completed within the Project,
17 the construction of the Spine Road connection from State Road 100 to John Anderson Highway
18 is not completed, no further building permits will be issued for new home construction within the
19 Project until the Spine Road construction is complete.

20 (f) Stormwater System: The Declarant shall be responsible for designing,
21 permitting, constructing, and maintaining the means of conveyance of stormwater runoff within
22 the Project including, but not limited to, all stormwater lines, ditches, culverts, and other
23 stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater

1 System”), as generally depicted on **Exhibit “F”**. This is graphical in nature, subject to change and
2 intended to only provide a conceptual model subject to final permitting including but not limited
3 to the City’s preliminary plat approvals.

4 (g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
5 including the public boating facility land to Flagler County, and (ii) the active and passive
6 recreational obligations found herein, the Project satisfies the City’s Comprehensive Plan and
7 the City’s recreational level of service. Notwithstanding, the Declarant shall provide one or
8 more active recreational facilities for the benefit of the Project’s residents. Declarant will
9 cooperate with Flagler County to provide public park access to Bulow Creek in the southwest
10 portion of the Project through the parcel currently owned by the County or an equivalent
11 property. A maximum of three (3) community docks or community viewing platforms shall be
12 permitted on Bulow Creek subject to state, federal and county approval.

13 In addition to the above, the Declarant shall dedicate and convey to the City a
14 two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by
15 the Declarant. The parties may mutually agree in writing to the Declarant’s design, permitting
16 and construction of improvements on the aforementioned park sites. In the event such
17 agreement requires the Declarant to make improvements to the park sites, the Declarant shall
18 be entitled to receive City park impact fee credits for the costs of such park improvements.

19 (h) Community Development Districts: The City agrees and acknowledges that
20 the Subject Property is subject to the Gardens at Hammock Beach Community Development
21 District, Flagler County, Florida (“District”), Chapter 190, *Florida Statutes*, which was
22 initially established by Flagler County. The City agrees that it shall accept and acknowledge
23 the powers granted to the District pursuant to State law. The City agrees to execute all

documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries by removing the Subject Property from the District. In addition, the City shall, at the request of the Declarant, assist the Declarant to establish an additional community development district governing that portion of the Subject Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*, including but not limited to, any transportation improvements that may be required by this Development Agreement or other permit.

(i) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits and construction commences. All silviculture activities shall continue to comply with all Federal and State requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR 2025, unless provided for elsewhere in this MPD Agreement. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the Declarant may have shared

1 parking facilities serving more than one use or Tract, only if the Declarant provides analysis
2 from a traffic engineer that the different uses or mixed-uses will have different peak hour parking
3 demands and sufficient parking will be provided as required by the LDR 2025. The calculation
4 of minimum parking space requirements for the development of any Tract may be determined by
5 the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family
6 developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

7 (b) Open Space: Minimum open space shall be forty percent (40%) of the Project.
8 Tracts may be developed with less open space, so long as the aforementioned requirement for
9 the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined
10 therein shall be approved by the Land Use Administrator. Open space shall be maintained by
11 either the Community Development District, a property owners association, a mutually agreeable
12 conservation easement, or other method satisfactory to the Declarant. Based on the obligations
13 of this Development Agreement and the prior conveyance of the Public Lands, the City's open
14 space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is
15 satisfied.

16 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste
17 water and reuse improvements being served by the City to the City, pursuant to the City's
18 standard utility agreement. The City shall not charge fees to a community development district or
19 a property owners association for the use of City reuse water for common areas until the later of
20 (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project.
21 Moreover, the City shall not require the Declarant to prepay water and sewer "impact",
22 "connection" or "CIAC" fees until the City issues a building permit for a residential or non-
23 residential structure.

1 (d) Transportation: The Parties accept the traffic study performed by Chindalur
2 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are
3 incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply
4 with Florida Department of Transportation requirements for its impacts to SR100. As for
5 impacts to John Anderson Highway, the Declarant shall construct improvements as may be
6 provided in the Transportation Study (“Traffic Improvements”) at such time as deemed
7 necessary in the Transportation Study. The Declarant shall be obligated
8 for all the cost of design, permitting and construction of all required Traffic Improvements
9 identified in the Transportation Study. The Project shall be deemed vested and no additional
10 off site transportation improvements shall be required to be constructed by the Declarant.

11 (e) Drainage: The Declarant shall construct and maintain a stormwater
12 management system that provides treatment and attenuation as required by St. Johns River
13 Water Management District (SJRWMD) and the LDR 2025. Stormwater piping, swales and
14 ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.
15 Stormwater detention facilities shall be designed to meet the water quality and attenuation
16 requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD,
17 FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall
18 be determined to ensure that the proposed impact satisfies any and all City requirements,
19 including but not limited to the City’s Comprehensive Plan. As provided in the Pre-
20 Annexation Agreement and upon request, the City shall timely cooperate with Declarant to
21 obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt
22 and require construction standards for residential homes to have a finished floor elevation at
23 or above the FEMA 100 yr flood plain elevation.

1 (f) Landscaping, Tree and Vegetation Protection: Landscaping
2 requirements adjacent to SR100 and John Anderson Highway shall be subject to this
3 Development Agreement and the LDR (2025). All other landscaping design and requirements
4 shall comply with those standards provided in **Exhibit “G** which may be amended from time
5 to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed
6 water capacity becomes available for the entire Project. Efforts to preserve and enhance the
7 Project’s design will be achieved, by the Declarant, through adjustments of building, parking,
8 roadway and stormwater locations and through supplemental landscaping that will blend with
9 the natural look yet carefully accentuate the residential areas, entrances, and other common
10 spaces. General landscaping around parking lots, roadways, entrances, residential and
11 commercial buildings, and other common areas will be landscaped with ornamental and native
12 plant materials when possible. Within residential common areas, fifty percent (50%) of the
13 total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise
14 vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise
15 Florida Landscapes, the Florida Native Plant Society’s list of native landscape plants for
16 Flagler County, A Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable
17 guidelines prepared by the Florida Department of Agriculture and Consumer Services,
18 SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of
19 Environmental Protection. All ornamental landscape beds and lawn areas will have
20 supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement
21 of site development, and landscaping.

22 The Declarant shall require (i) three (3) shade trees for each single-family
23 detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree

1 and vegetation protection, removal, conservation, and mitigation requirements shall be
2 governed by this Development Agreement. In consideration of (i) the approximately 1,100
3 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space
4 required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant
5 commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's
6 commitment herein to require three (3) shade trees for each single-family detached lot, (v) the
7 Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the
8 Declarant's commitment to a significant investment in a reuse water distribution system, the
9 removal of trees and vegetation shall be allowed to the extent the removal of such is necessary
10 as solely determined by the Declarant, to provide infrastructure, stormwater, utilities,
11 recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall
12 be required, as provided in the paragraph below.

13 During the platting process, the Declarant shall provide the City a tree survey
14 depicting the location of viable specimen trees within the tract being platted as defined by the
15 City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater
16 ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design
17 and development of parcels. If the Declarant or its assigns determines that it is necessary to
18 remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree
19 removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree
20 Mitigation Fee shall be calculated as twenty-five dollars (\$25.00) per diameter inch of Distinct
21 Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days
22 after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one
23 Distinct Tree as provided in this section shall not exceed \$4,000.00. Diseased or dying trees, as

1 certified by a licensed arborist, may be removed by the Declarant and shall be exempt from
2 mitigation as provided in this section.

3 All other trees and vegetation, including but not limited to all species of pine trees
4 and palm trees, may be removed without mitigation or permit.

5 A Community Development District, Property Owners Association or Home
6 Owners Association shall be permitted to use temporary wells and stormwater for the Project's
7 irrigation until sufficient reuse capacity is available for the entire Project, subject only to
8 permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells
9 shall be prohibited on individual single-family lots.

10 (g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and
11 50-foot average buffer along the limits of the Project boundary that coincides with the western
12 side of John Anderson Highway right of way.

13 (h) Lighting: All lighting, including but not limited to all pole mounted lighting,
14 shall be designed to minimize light pollution to off-site properties and to comply with the LDR
15 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred
16 feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its
17 impact to the natural environment.

18 (i) Fire Protection: The Declarant previously donated to Flagler County a three (3)
19 acre parcel of land for a fire station to serve the Project and the residents along John Anderson
20 Highway. Fire protection requirements for the Project will be met through a system of fire
21 hydrants installed on the Project by the Declarant in accordance with City standards. The
22 locations of fire hydrants shall be shown on all construction documents, technical site plans, or
23 preliminary plats. The Project shall comply with the City's fire protection requirements. The

1 City will provide fire protection services to the Project in accordance with established local
2 response agreements.

3 (j) Utilities: The Declarant shall be responsible for any costs associated with the
4 extension of City utilities to the Subject Property that may be required to serve this Project.
5 Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the
6 Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

7 (k) Interconnectivity and Access: All units within the Project maybe
8 interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The
9 Project shall provide and maintain the minimum number of access drives onto John Anderson
10 Highway, as generally depicted on the MPD Master Plan.

11 (l) Wetland Protection and Management:

12 (i) Purpose and Intent

13 The purpose of this section is to provide protection, maintenance,
14 enhancement, and sustainable utilization of wetlands and associated upland buffers within the
15 Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory
16 standards, and best environmental practices. This approach balances ecological sustainability with
17 efficient land development, promoting no net loss of wetland functions while allowing for practical
18 site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control,
19 and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

20 (ii) Wetland Identification and Survey

21 All wetlands within the MPD shall be identified using the methodology
22 outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs,
23 freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal

1 Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater
2 management systems are exempt from these regulations.

3 Wetland delineations shall be conducted by a qualified Florida
4 environmental professional, and boundaries shall be surveyed by a Florida registered land
5 surveyor, including topographical data. The survey shall clearly delineate the wetland
6 jurisdictional line and the required upland buffer boundary. This information shall be incorporated
7 into all subdivision plats, and development applications submitted for approval.

8 (iii) Allowed Activities and Development in Wetlands and Buffers

9 To facilitate reasonable development while preserving wetland integrity,
10 the following activities are permitted within wetlands and required upland buffers, provided they
11 do not result in adverse impacts to wetland functions:

12 • Authorized wetland restoration, enhancement, monitoring, or
13 mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of
14 Engineers (ACOE).

15 • Elevated walkways, paths, nature trails, hiking trails, or walking
16 paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
17 natural materials, or open grid systems.

18 • Minor drainage structures such as swales or outfall pipes.

19 • Pruning or planting of suitable native vegetation, including removal
20 of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive
21 Plant List).

22 • Manual clearing with hand tools of vegetation on single parcels,
23 maintaining ecological functions like wildlife habitat and nutrient filtration.

- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or

1 ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows
2 for flexible site planning while maintaining equivalent protection.

3 Buffers shall not be created by filling jurisdictional wetlands unless
4 allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall
5 be preserved or revegetated with native species if disturbed. Allowed activities within buffers are
6 outlined in Sections 10(l) (iii) and (iv) above.

7 (m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-
8 foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The
9 Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of
10 the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet
11 in those areas as generally depicted in **Exhibit “H”**. The Declarant shall in good faith evaluate
12 opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands
13 as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell
14 or convey any portion of the Property to the County or any third party as contemplated by the
15 aforementioned sentence.

16 (n) Signage: Signs shall comply with the LDR 2025, unless otherwise provided
17 herein. The design and intent of signage is to ensure adequate means of communication through
18 signage while maintaining the attractive visual appearance within the Project. Signage shall meet
19 the following requirements:

20 (i) Gateway Signage and Entrance Features. Signage located at the
21 primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum
22 height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A
23 maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance

1 structure may be designed in conjunction with the entrance signage, or it may occur separately.
2 However, the main entrance to the Project located at the intersection of John Anderson and Spine
3 Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35)
4 feet.

5 (ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any
6 internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet
7 and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a
8 maximum height of twenty (20) feet. However, the main entrance to Project located at the
9 intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty
10 (20) feet, but no taller than thirty-five (35) feet.

11 (iii) Commercial Signage. Ground signs shall be permitted for the
12 commercial area of the Project with a maximum signage area per sign of three hundred twenty (320)
13 square feet and a maximum height of twenty (20) feet. Additional commercial signage and wall
14 signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

15 (iv) Signage Area. Signage area shall be calculated using the actual text and, if
16 applicable, logo graphics area only. Walls or architectural effects shall not count toward the
17 signage area square feet restriction, but shall meet the height restrictions set forth above.

18 (v) Entrance Features. Walls, architectural icons, water features, landforms,
19 landscaping, or other effects which announce and signify arrival are permitted for the signage on
20 the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be
21 measured from the bottom to the top of the sign copy area.

22 (vi) Ground signage provided for in this section shall be permitted to be
23 constructed in the public right of way.

1 (o) Temporary Facilities/Model Homes: Temporary support facilities shall be
2 permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real
3 estate offices shall be transitioned into a permanent use within the Project. This time period may be extended
4 for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall
5 be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved
6 by City Staff. Following City Staff approval, a building permit application will be submitted to the City
7 Building Department for review and approval. Residential units may be used as model homes and sales centers
8 (collectively, “Model Homes”). Up to five Model Homes can be constructed, occupied, and operated as sales
9 centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the
10 Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules,
11 regulations, and codes for residential structures. Model homes shall not be deemed commercial
12 activities. The City shall permit the construction of Model Homes during the development of a Tract
13 so long as a stabilized subbase of an adjacent roadway is available.

14 (p) Rental Program: Except for parcels developed as detached single family
15 residential, Developer reserves the right to place all or any portion of the Project’s units, in long term,
16 short term, resort residential, or resort condominium rental programs operated by Declarant, its
17 affiliates or any third-party rental program operators approved by the Declarant.

18 (q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age
19 restriction requirements or use permitted by Federal or State law.

20 (r) Accessory Uses: Typical residential accessory uses will be allowed, including but
21 not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks.
22 Accessory uses and structures will be allowed in accordance with this Development Agreement,
23 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
24 the permitted or principal use of a structure. Accessory uses or structures contained within or

1 attached to the building containing the principal use shall be considered a part of the principal
2 building and not an accessory building and shall meet the same requirements for setbacks as the
3 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,
4 either attached or detached from the principal use structure, may be constructed up to a minimum
5 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a
6 swimming pool be located closer than five (5) feet from the side and rear property line. Air
7 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
8 utility service features may be located in any required side or rear yard up to a minimum two (2)
9 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
10 within the required front yard.

11 **SECTION 11. PHASING OF DEVELOPMENT.**

12 (a) The Project may be developed in multiple phases. Prior to the issuance of any
13 permit for any phase of the Project (and prior to any construction of any improvement,
14 building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat
15 or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to
16 support the proposed uses, including water and wastewater service, drainage, private roads,
17 vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase
18 that is constructed on the Subject Property shall be constructed concurrently with, or prior to
19 construction of that phase of the Project, as approved by the City, and prior to the issuance of
20 building permits for that phase. Adequate emergency vehicle access and turnarounds shall be
21 provided at all times.

22 (b) Roadways shall be constructed concurrently with development of adjacent lots
23 to ensure that contiguous roadways are available at all times prior to the issuance of any

building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading and earthwork for portions of the Subject Property before approving final construction plans, however, all Federal and State permits required for land clearing, grading and earthwork shall be obtained.

(d) The Project will be developed in multiple phases. The tracts identified on **Exhibit "B_"** may be transferred by metes and bounds without platting. However, no infrastructure improvements, except for stormwater, utilities or fill, may be made on any tract until the City issues a preliminary plat development order for the development of that tract or portion thereof.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR 2025 except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Min. Distance Between Buildings*	10'	10'	10'
Min. Bldg. Setback to Water	20'	20'	20'
Max. Bldg. Height**	35'	35'	35'
Min. Front Bldg. Setback to Property Line	15'	15'	10'
Min. Bldg. Rear Yard Setback***	10'	10'	10'
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>
Minimum Front Setback from Right of Way	20'	N/A	20'

Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf
Minimum Lot Width	40'	N/A	16'
Max. Impervious Surface Ratio****	70%	80%	80%**

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) **Mixed-Use Dimensional Standards:** If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above

1 floor(s), then the standards in the above table shall be used. Any conflict in dimensional or
2 design standards for a mixed-use development may be resolved by the Land Use
3 Administrator.

4 (c) Architecture: All architectural standards and requirements shall be determined,
5 approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements
6 shall be governed by the City's LDR 2025.

7 **SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER**
8 **SEQUENCING.**

9 (a) The failure of the Development Agreement to address any specific State or
10 Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement
11 of complying with the law governing said permitting requirements, conditions, terms, or
12 restrictions.

13 (b) All required City, County, State, or Federal permits shall be obtained prior to
14 commencement of construction. This Development Agreement is not a Preliminary Plat
15 approval, and the Declarant remains responsible for complying with all provisions of the LDR
16 2025, unless provided elsewhere in this Development Agreement. The subdivision of the
17 Subject Property to provide for any Tract shall not require platting as required by Chapter 177,
18 *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and
19 without platting.

20 (c) Open burning shall be prohibited during development and property owners shall
21 be subject to the City's LDR 2025.

22 **SECTION 14. DEVELOPMENT FEES.**

23 The Declarant acknowledges and agrees that the City has enacted citywide impact fees,

1 and may in the future increase the amount of those fees. The Declarant acknowledges that the
2 Project shall be subject to all fees in effect at the time of permitting.

3 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

4 To ensure the long-term maintenance and control of common areas, the Declarant shall
5 dedicate such areas to (i) the existing community development district, (ii) a property owners
6 association or (iii) other entity accepted by the LUA.

7 **SECTION 16. CONVERSION OF USES.**

8 The Declarant may increase or decrease the amount of a particular land use without
9 modifying or amending this Development Agreement or the MPD Master Plan, but only within
10 the minimum and maximum standards provided for on the Land Use Conversion Matrix
11 attached as **Exhibit "I"**, provided that (i) the changes are consistent with the Land Use
12 Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use
13 Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty
14 (30) days in advance of the conversion. Any modification to this Development Agreement shall
15 incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to
16 the filing of such modification. Provided that the conversion is (i) consistent with the criteria
17 contained in the Land Use Conversion Matrix attached as **Exhibit "I"**, and (ii) such converted
18 uses are consistent with the uses allowed under by this Development Agreement.
19 Notwithstanding the foregoing, any change or deviation from the approved land uses provided
20 for herein shall be consistent with the City's Comprehensive Plan, which may require a small-
21 scale comprehensive plan amendment as more particularly described in Section 163.3187,
22 Florida Statutes.

23 **SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
24

1 **CONFLICT RESOLUTION.**
2

3 (a) In the event of a breach of this Agreement by either Party, the other party hereto
4 shall have all rights and remedies allowed by law, including the right to specific performance
5 of the provisions hereof.

6 (b) In the event that a dispute arises between the Parties, the City and Declarant
7 shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage
8 in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within
9 thirty (30) days of either party making a written request to the other. If the Parties fail to agree
10 to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally
11 pay all costs of mediation.

12 **SECTION 18. NOTICES.**

13 (a) All notices required or permitted to be given under this Development
14 Agreement must be in writing and must be delivered to the City or the Declarant at its address
15 set forth below (or such other address as may be hereafter be designated in writing by such
16 party).

17 (b) Any such notice must be personally delivered, sent by certified mail, or
18 overnight courier

19 (c) Any such notice will be deemed effective when received (if sent by hand
20 delivery receipt required,) or on that date which is ten (10) days after such notice is deposited
21 in the United States mail (if sent by certified mail).

22 (d) The Parties' addresses for the delivery of all such notices are as follows:

23 As to the City: City Manager
24 City of Flagler Beach

1 City Hall
2 105 S. 2nd Street
3 Flagler Beach, FL 32136
4

5 As to the Declarant: Veranda Bay Investments , LLC
6 Attn: Kenneth Belshe
7 3129 Springbank Lane 201
8 Charlotte, NC 28226
9

10 With copies to: Michael D. Chiumento III, Esq.
11 Chiumento Law, PLLC
12 145 City Place, Suite 301
13 Palm Coast, FL 32164
14

15 **SECTION 19. SEVERABILITY.**

16 The terms and provisions of this Development Agreement are not intended to be
17 severable, unless any term or provision shall be found to be invalid or illegal, in which case the
18 remaining portions of the Development Agreement shall remain valid and binding on the
19 Parties.

20 **SECTION 20. SUCCESSORS AND ASSIGNS.**

21 This Development Agreement and the terms and conditions hereof shall be binding
22 upon and inure to the benefit of the City and Declarant and their respective successors-in-
23 interest. The terms and conditions of this Development Agreement similarly shall be binding
24 upon the Subject Property and shall run with the land and the title to the same.

25 (b) This Development Agreement touches and concerns the Subject Property.

26 (c) The Declarant has expressly covenanted and agreed to this provision and all
27 other terms and provisions of this Development Agreement.

28 **SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

29 (a) This Development Agreement shall be governed by and construed in
30 accordance with the laws of the State of Florida.

1 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for
2 Flagler County, Florida, or the Middle District if in Federal court.

3 (c) The Declarant shall fully comply with all applicable State, and Federal
4 environmental regulations and all other laws of similar type or nature.

5 (d) If State or Federal laws are enacted after execution of this Development
6 Agreement which are applicable to and preclude the Parties' compliance with this
7 Development Agreement, this Development Agreement shall be modified as necessary to
8 comply with the relevant law.

9 **SECTION 22. TERM/EFFECTIVE DATE.**

10 (a) This Development Agreement shall be effective upon approval by the City
11 Commission and execution of this Development Agreement by all Parties (the "Effective
12 Date").

13 (b) This Development Agreement will expire thirty (30) years from the Effective
14 Date unless renewed in writing by the Parties.

15 **SECTION 23. RECORDATION.**

16 Upon approval by the City Commission and execution of this Development Agreement
17 by all Parties, this Development Agreement and any and all amendments hereto shall be
18 recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14)
19 days after its execution by the City, and the Development Agreement shall run with the land.
20 The Declarant shall pay the costs to record this Development Agreement.

21 **SECTION 24. THIRD PARTY RIGHTS.**

22 This Development Agreement is not a third-party beneficiary contract, and shall not
23 in any way whatsoever create any rights on behalf of any third party.

1 **SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

2 (a) Strict compliance shall be required with each and every provision of this
3 Development Agreement. The Parties agree that each has the remedy of specific performance
4 of these obligations.

5 (b) Time is of the essence to this Development Agreement and every right or
6 responsibility required herein shall be performed within the times specified.

7 **SECTION 26. ATTORNEYS' FEES.**

8 In the event of any action to enforce the terms of this Development Agreement, the
9 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all
10 costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the
11 trial, or appellate level.

12 **SECTION 27. FORCE MAJEURE.**

13 The Parties agree that in the event that the failure by either party to accomplish any
14 action required hereunder within a specific time period ("Time Period") constitutes a default
15 under terms of this Development Agreement, and if any such failure is due to any unforeseeable
16 or unpredictable event or condition beyond the control of such party, including, but not limited
17 to: acts of God, acts of government authority (other than the City's own acts), acts of public
18 enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials,
19 injunction or other court proceedings beyond the control of such party, or severe adverse
20 weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this
21 Development Agreement to the contrary, that failure shall not constitute a default under this
22 Development Agreement and any Time Period prescribed hereunder shall be extended by the
23 amount of time that such party was unable to perform solely due to the Uncontrollable Event.

1 **SECTION 28. INDEMNIFICATION.**

2 The Declarant shall indemnify and save the City harmless from and against any and all
3 damages caused solely by the Declarant's development of the Subject Property as provided in
4 this Development Agreement. This provision shall exclude any damages arising out of a third
5 party challenging this Development Agreement or any subsequent development order issued
6 by the City affecting the Subject Property as defined by State statute.

7 **SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT**
8
9 **AGREEMENT.**

10
11 (a) This Development Agreement shall continue to be enforceable, unless lawfully
12 terminated, notwithstanding any subsequent changes in any applicable law.

13 (b) The failure by the Declarant to perform its material obligations hereunder shall
14 constitute a default, entitling the City to pursue whatever remedies are available to it under
15 Florida law or equity, including, without limitation, an action for specific performance and/or
16 injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the
17 City filing any action or terminating this Development Agreement as a result of a default under
18 this Development Agreement, the City shall first provide the Declarant written notice of said
19 default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period
20 in which to cure the default to the reasonable satisfaction of the City prior to the City filing an
21 action or terminating this Development Agreement. If ninety (90) days is not considered by
22 the Parties to be a reasonable period in which to cure the default, the cure period shall be
23 extended to such cure period acceptable to the City, but in no case shall that cure period exceed
24 one hundred and eighty (180) days from initial notification of default. Upon the judicial
25 termination of the Development Agreement, the Declarant shall immediately be divested of all

rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

Sections and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

SECTION 31. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement

SECTION 32. INTERPRETATION.

(a) The Declarant and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

(b) This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both Parties have contributed to the drafting of this Development Agreement.

SECTION 33. FURTHER ASSURANCES.

Each party agrees to sign any other and further instruments and documents consistent herewith as may be necessary and proper to give complete effect to the terms of this Development Agreement.

SECTION 34. COUNTERPARTS.

1 This Development Agreement may be executed in any number of counterparts, each of
2 which shall be deemed an original, but all of which, taken together, shall constitute one (1) and
3 the same document.

4 **SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

5 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
6 provisions herein shall be made by the Parties only in writing by formal amendment, and (2)
7 This Development Agreement shall not be modified or amended except by written agreement
8 executed by all Parties hereto and upon approval of the City.

9 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed
10 a waiver of any such right and shall not affect the right of such party to exercise at some future
11 date any such right or any other right it may have.

12 **SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

13 This Development Agreement constitutes the entire agreement between the Parties and
14 supersedes all previous oral discussions, understandings, and agreements of any kind and
15 nature, as between the Parties relating to the subject matter of this Development Agreement.

16
17
18
19 *(SIGNATURES INTENTIONALITY LEFT TO NEXT PAGE)*

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.
City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

“DECLARANT”

VERANDA BAY INVESTMENTS, LLC

By: _____

William G. Allen, Manager

Witness Signature

Print Witness Name

Address: _____

Witness Signature

Print Witness Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by William G. Allen, Manager, of Veranda Bay Investments, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

Ordinance No. 2025-26

Page 41 of 53

Together with

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

Together with

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE

OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT "B"

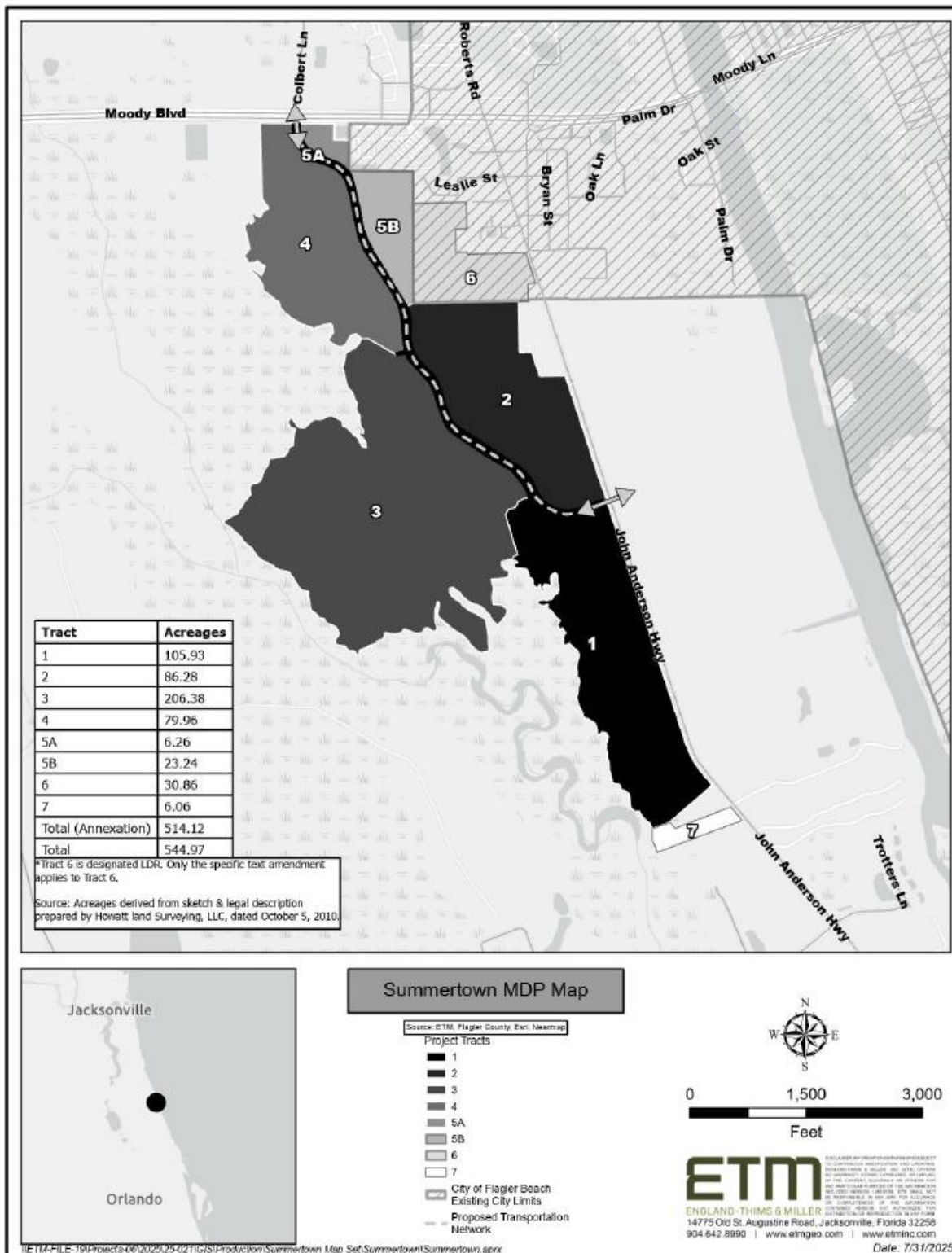
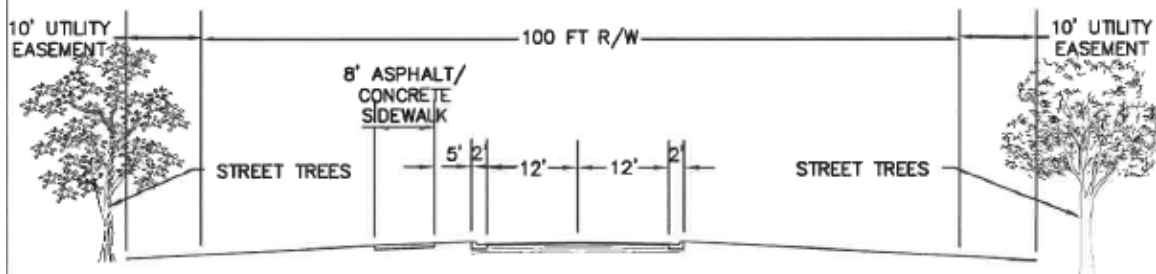


EXHIBIT “C”

EXHIBIT “D”

EXHIBIT "E"

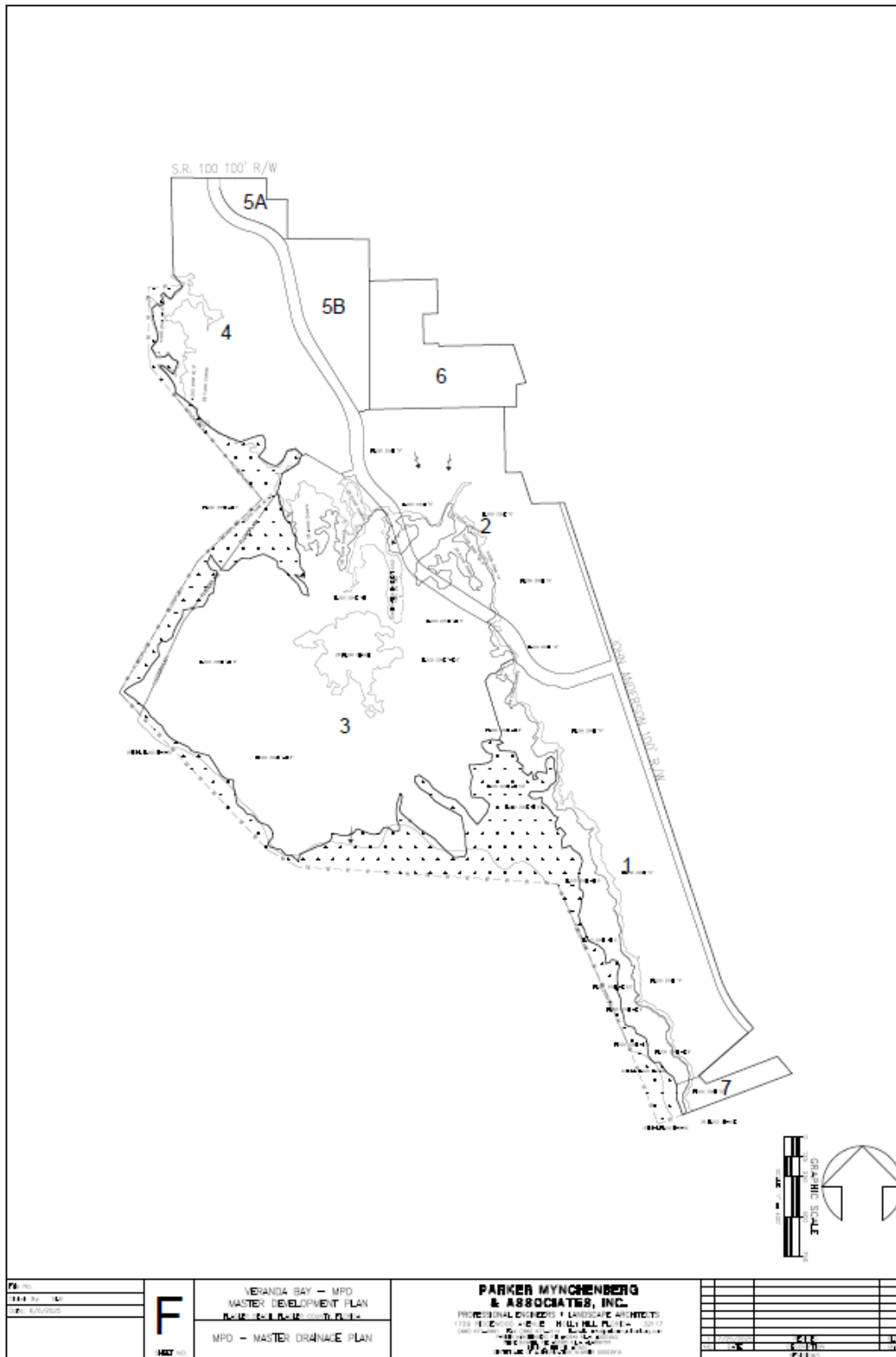


VERANDA BAY SPINE ROAD SECTION

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynahenber.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT E

EXHIBIT "F"



Ordinance No. 2025-26
Page 48 of 53

EXHIBIT “G”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs

EXHIBIT "H"



EXHIBIT “I”

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-family Detached Residential	1,067	DUs	824	0.772
Single-family Attached Residential	96	DUs	46	0.476
Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	1,332	DUs	447	0.335
Shopping and Retail	456	KSF	1,518	3.327
Recreational Community Center	22	KSF	57	2.545

		Convert To				
		SF Detached	SF Attached	Multi-Family	Shopping/Retail	Rec Comm Center
Convert From	Single-family Detached Residential	1.000	1.622	2.304	0.232	0.303
	Single-family Attached Residential	0.617	1.000	1.421	0.143	0.187
	Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	0.434	0.704	1.000	0.101	0.132
	Shopping and Retail	4.310	6.989	9.931	1.000	1.307
	Recreational Community Center	3.297	5.347	7.597	0.765	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail, multiply $50 \times 0.23 =$

11,602.00

SF

To convert 10,000 SF Shopping/Retail to Single Family Detached Residential, multiply $10,000/1000 \times 4.310$

43.00

Units



CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☒ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____ Application No.: PZR25-0002
Fee Paid: \$ _____. Date Received: _____
Employee Accepting Application (print name): _____
Rejected Date: _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Summertown
B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____
C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers
D. LEGAL DESCRIPTION: _____ Subdivision Name: _____
See attached Exhibit "A" legal description
Section: _____ Block(s): _____ Lot(s): _____
E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____
F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD
OVERLAY DISTRICT: _____
G. FLOOD ZONE: _____ FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____
H. CURRENT USE OF PROPERTY: Vacant
I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____
J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC	APPLICANT/AGENT:
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chimento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name: Michael D. Chimento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforflie.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

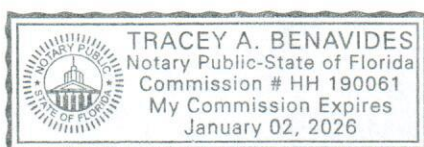
Signature of owner OR person authorized to represent this application:

Signature(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of July 20 25 by William G. Allen as Manager individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Tracey A. Benavides
Signature of Notary Public, State of Florida

(SEAL)



WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

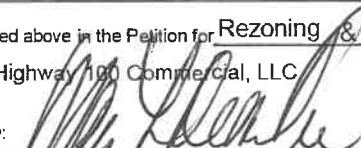
This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Highway 100 Commercial, LLC

Subscribed and Sworn to (or affirmed) before me by:

By:


SIGNATURE OF OWNER
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust,
Manager of Highway 100 Commercial, LLC

OWNER'S NAME (Print/Type)

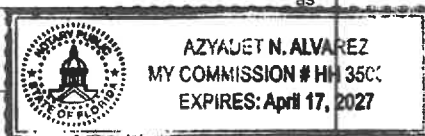
800 Highland Ave., Suite 200, Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024, Who is personally known to me or has produced
identification.

HH350861
Commission Number & Expiration


Notary Public



WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By:


Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, Manager of Highway 100 Commercial, LLC

OWNER'S NAME (Print/Type)

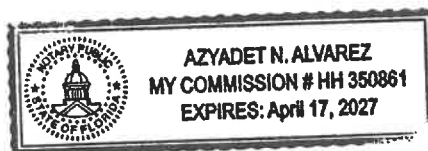
800 Highland Ave., Suite 200
Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024, Who is personally known to me or has produced
identification.

HH350861 4/17/27
Commission Number & Expiration


Notary Public



WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Highway 100 Commercial, LLC

Subscribed and Sworn to (or affirmed) before me by:

By:

Michelle Chira
SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira
Revocable Trust, as Manager of Highway 100
Commercial, LLC

OWNER'S NAME (Print/Type)

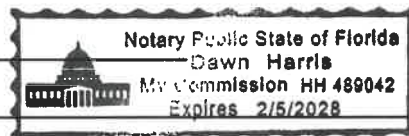
800 Highland Ave., Suite 200, Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known to me or has produced ☒ as identification.

HH 489042 2/5/28
Commission Number & Expiration

[Signature]
Notary Public



WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By:

Michelle Chira
SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira
Revocable Trust, as Manager of Highway 100
Commercial, LLC

OWNER'S NAME (Print/Type)

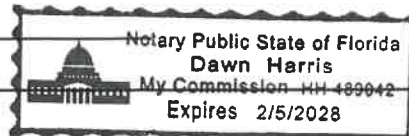
800 Highland Ave., Suite 200
Orlando, FL 32803

ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known to me or has produced ☒ as identification.

HH 489042 2/5/28
Commission Number & Expiration

[Signature]
Notary Public



FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

Palm Coast Intracoast, LLC

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

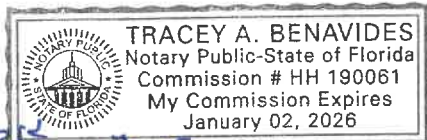
William G. Allen, Jr.
SIGNATURE OF OWNER

William G. Allen, Jr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte, NC

ADDRESS (Street, City) & Phone Number



This 31st day of JUNE, 2024, Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracey A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning.

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This _____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Tracey A. Benavides
Commission Number & Expiration

Notary Public

FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Veranda Bay Investments, LLC

Subscribed and Sworn to (or affirmed) before me by

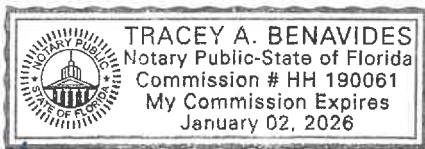
Will Allen
SIGNATURE OF OWNER

William G. Allen, Sr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte NC

ADDRESS (Street, City) & Phone Number



This 3rd day of JUNE, 2024. Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracey A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public



BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PZR25-0002

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- | |
|--|
| ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY |
| ☐ REZONE |
| ☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT |
| ☐ REZONE (NON-PD)** |
| ☐ PD REZONE** |
| ☐ PD REZONE |

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT Summertown

PROJECT NAME:

PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands PROPOSED FUTURE LAND USE:	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Summertown	
PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands PROPOSED FUTURE LAND USE:	

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III		COMPANY: Chiumento Law, PLLC
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900	EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga		COMPANY: England-Thims & Miller, Inc.
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296	EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201 Charlotte NC		
CITY:	STATE:	ZIP:
PHONE: 386-986-2411	EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. **MPD Final Development Plan may not defer.**

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE

CERTIFICATE NUMBER

DATE ISSUED

VESTING:

TEST NOTICE:

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

Veranda Bay Investments, LLC

Palm Coast Intracoastal, LLC



SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)



Signature of Owner

7-30-25

DATE

7-30-25

DATE

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

**LEGAL DESCRIPTION
COMP PLAN AMENDMENT**

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12" EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

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

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

5
6
7 ----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

8
9 ~~VERANDA BAY~~
10 ~~AMENDED AND RESTATED~~
11 SUMMER TOWN

12 MASTER PLANNED DEVELOPMENT AGREEMENT

13
14
15
16 THIS ~~AMENDED AND RESTATED~~ MASTER PLANNED DEVELOPMENT
17
18 AGREEMENT, (this “Development Agreement”) is made and executed this ____ day of
19 _____, 20242025 by and between the CITY OF FLAGLER BEACH, a Florida
20 municipal corporation (the “City”), with an address at 105 S. Second St., Flagler Beach,
21 Florida, 32136, and the master developer of the Subject Property, VERANDA BAY
22 INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 (“Veranda
23 Bay” or “Declarant”), PALM COAST INTRACOASTAL, LLC, a Florida limited liability
24 company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ~~(The~~
25 ~~“Declarant”)-(“PCI”)~~, and HIGHWAY 100 COMMERCIAL, LLC (“HC 100”) whose address
26 is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively
27 referred to as the “Owners”)

28 RECITALS.
Ordinance No. 2024

Page 1 of 61

1
2 A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429,
3 Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the
4 negotiated PUD Development Agreement (the “2005 Development Agreement”) for a mixed-
5 use development affecting approximately 1,999 acres of land.

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

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

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

9 D. The Declarant ~~also owns two parcels of a land, totaling +/- 54.8495 acres, which~~
10 ~~are located directly adjacent to the PUD Property (Exhibit “A”) within the City of land~~ (the
11 ~~“Declarant Parcel”) and which have a land use designation of residential uses.~~Lands) located
12 west of John Anderson Highway as depicted on Exhibit “A” and specifically described as
13 Exhibit “A”.

14 E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94
15 acres of land (the “HC 100 Lands”) located west of John Anderson Highway along SR 100 as
16 depicted on Exhibit “A” and specifically described as Exhibit “A”.

17 F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land
18 (the “PCI Lands”) located west of John Anderson Highway along SR 100 as depicted on Exhibit
19 “A” and specifically described as Exhibit “A”.

20 G. The Declarant Lands, the HC Lands, and the PCI Lands shall collectively
21 hereinafter be referred to as the “Subject Property”.

22 E.H. The Declarant desires to rezone the Subject Property, amend the ~~presently approved~~
23 ~~development plan for the PUD Property and the Declarant Property (collectively, the “Subject~~

1 ~~Property; Exhibit “A”)~~ by ~~creating a present entitlements, and create one~~ single integrated
2 mixed-use community ~~providing for a marina and other amenities.~~

3 ~~F. Subsequent to the effective date of the 2005 Development Agreement, the~~
4 ~~Declarant properly developed and conveyed a portion of the PUD Property (the~~
5 ~~“Approved Properties”; Exhibit “B”) to third parties for uses including but not limited~~
6 ~~to single family residential lots.~~

7 ~~G.I.~~ The Declarant has the sole authority to ~~amend the terms and conditions of the 2005~~
8 ~~Development Agreement~~ seek a rezoning of the Subject Property as permitted by law.

9 ~~H.J.~~ The City’s Comprehensive Plan shows the Subject Property, *infra*, designated as
10 Low Density Residential and Commercial on its Future Land Use Map.
11

12 ~~I.K.~~ Based upon the finding of facts and conclusions of law, the City Commission
13 determines that this Development Agreement is consistent with the City’s Comprehensive Plan,
14 the City’s Land Development Regulations (~~2024~~2025) (the “LDR 2025”), and that the
15 conditions, terms, restrictions, and requirements set forth herein are necessary for the protection
16 of the public health, safety, and welfare of the citizens of the City.

17 ~~J.L.~~ The City Commission further finds that this Development Agreement is consistent
18 with an exercise of the City’s powers under the *Municipal Home Rule Powers Act*, Article VIII,
19 Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City*
20 *Charter*, other controlling laws, and the City’s police powers.

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

23 ~~L.N.~~ The Parties, therefore, desire to ~~amend and restate the 2005~~ rezone the Subject

Ordinance No. 2024

Page 4 of 61

Property, making it subject to this Development Agreement ~~affecting the Subject Property.~~

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

SECTION 1. RECITALS.

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

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

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

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

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

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

Ordinance No. 2024

1 ~~Intracoastal Waterway~~

2 ~~("ICW") is intended to be developed into a commercial or private marina which may include~~

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

Project	899 <u>545</u> ac.
Residential units (max.)	2200 <u>1,640</u> units (2.43 <u>.0</u> units/ac)
Commercial density (max.)	650 <u>840</u> ,000 sq ft
Open Space (40%)	>300 ac. <u>40%</u>

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

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

4 The City Commission, at its regular meeting on _____,
5 ~~2024~~2025 and pursuant to Ordinance ~~2024~~2025-____, adopted this Development Agreement
6 affecting the Subject Property. This Development Agreement supersedes prior agreements to avoid
7 conflicting obligations.

8 (a) The MPD Master Plan generally depicts the layout of the Project and delineates
9 the approximate property boundaries, Spine Road (as defined below), Project entrances,
10 general location of Tracts and intended uses, all of which may be further refined in the future
11 at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements
12 of the City's Comprehensive Plan, the LDR 2025 and other City regulations, including but not
13 limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary
14 plat or site plan approval.

15 ~~(b) — The MPD Master Plan contains a level of detail satisfactory to permit the~~
16 ~~Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any~~
17 ~~portion of the Subject Property which shall be approved by the City.~~

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

23 ~~(d) — The development of the Project has commenced, satisfies all timing or phasing~~

Ordinance No. 2024

Page 9 of 61

1 ~~requirements by the City's Comprehensive Plan and LDR, and is therefore deemed to be~~
2 ~~ongoing. Absent written notice from the Declarant to the City abandoning the Project or~~
3 ~~terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event~~
4 ~~development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise~~
5 ~~agreed to by the parties.~~

6 (e)(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title
7 to any portion of those Public Lands (13-12-31-2850-~~OPL30-0000; 13-12-31-2850-0FD20-0010~~
8 ~~and/or~~ 13-12-31-2850-0PL20-0000) previously dedicated to the County, the Parties shall in good
9 faith annex such into the City, amend its land use designation and rezone the property in a
10 manner that is consistent with adjacent lands owned by the Declarant or its assigns.

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

12 **MASTER PLAN.**

13 Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway
14 systems, and other improvements generally depicted on the MPD Master Plan are anticipated
15 to change ("Minor Modifications") and shall be approved by the City Manager or its designee
16 (the "Land Use Administrator" or "LUA") during review of construction documents, site plans,
17 or Preliminary Plat for the Project or portions thereof, as long as the development standards
18 contained in this Development Agreement are maintained. Moreover, the Land Use
19 Administrator shall approve a Minor Modification in writing, without City Commission
20 approval, for modifications to the Development Agreement, MPD Master Plan and any
21 construction documents and Preliminary Plat for the Subject Property, provided that: (1) the
22 maximum building height and maximum number of residential units permitted are not
23 exceeded; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along

Ordinance No. 2024

Page 10 of 61

John Anderson Highway are not modified; or (3) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) ~~thru~~through (3) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

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

<u>TRACT</u>	<u>ZONING DISTRICT</u>	<u>APPROVED USES</u>
A	Residential	SFR, Town House and Conservation
B1	Residential	SFR, Town House, Multi-family
C2	Residential	SFR, Town House, Multi-family
D3	Residential	SFR, Town House, Multi-family
E4	Commercial	Mixed-Use, Commercial, Town House, Multi-family, Marina

F	Residential	SFR, Town House, Multi-family
G	Residential	SFR, Town House, Multi-family
H	Residential	SFR, Town House, Multi-family
<u>I5A & 5B</u>	Commercial	Mixed-Use, Commercial, Town House, Multi-family
J1 & J2	Commercial	Mixed-Use, Commercial, Town House, Multi-family
<u>K6</u>	Residential	SFR, Town House, Multi-family
<u>L7</u>	Residential	SFR, <u>Amenity</u>
M	Residential	SFR

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units permitted by State statutes and the Declarant. ~~SFR uses adjacent to the ICW shall be permitted to construct docks in any configuration designated by the Declarant, subject only to State and Federal permitting requirements.~~ SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

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

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

(d) Commercial: This use is to provide areas for general commercial and office

1 uses to meet the community-wide demand for retail, services, business, and employment
2 opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional
3 permitted uses being amphitheaters, ~~and~~ farmers markets, ~~mooring docks and marina facilities~~.
4 Commercial uses may also include residential uses to establish mixed-use neighborhood nodes
5 consistent with Section 16, below.

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

12 (f) Conservation: This use allows areas within the Project to generally remain in
13 their natural vegetative state upon which development may proceed with restrictions. The
14 use permitted to be developed in Conservation areas are restricted to: 1) open space parks,
15 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The
16 Conservation use designation shall be permitted on any Tract despite not being designated
17 in the table above.

18 **SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND**
19
20 **INTERCONNECTIVITY.**

21
22 (a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic
23 circulation systems within the Project and within adjacent right-of-way(s). All uses shall have
24 access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated

1 road. The City, but not the general public, shall be granted access at all times to all private
2 roadways to ensure that public safety is maintained.

3 (b) During the subsequent design and development stage of the Project, the
4 Declarant shall coordinate with the Flagler County School District for a school bus stop
5 location, if necessary.

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

11 ~~(d) — Vehicular and pedestrian access from the Project to Palm Drive shall be~~
12 ~~expressly prohibited.~~

13 **SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.**

14
15 The development of the Project shall proceed in accordance with the terms of this
16 Development Agreement. In the event of a conflict between the terms of this Development
17 Agreement and the MPD Master Plan, the provisions of this Development Agreement shall
18 prevail. In the event of an inconsistency or conflict between the terms of this Development
19 Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall
20 prevail. Where specific requirements are not contained in this Development Agreement, the
21 LDR 2025 shall apply to the extent that it does not conflict with the provisions of this
22 Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties
23 agree that the City’s LDR (~~2024~~2025) shall be applied and any subsequent changes to such shall

1 have no effect unless the Declarant elects, at its sole discretion, to comply with such change to
2 the LDR 2025.

3 **SECTION 9. FACILITY COMMITMENTS.**

4 (a) Unless provided elsewhere in this Development Agreement or other agreement,
5 the Declarant agrees that the City is not responsible for the construction or creation of public
6 facilities or capacity to facilitate the development of the Subject Property. As a material
7 inducement for entering into this Agreement, the City represents and warrants that it presently
8 has and shall maintain potable water and wastewater capacity for the Project, each of which is
9 estimated to be 850,576,000 gallons per day, and the failure to provide such shall be deemed a
10 breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient
11 potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot
12 be immediately satisfied by the City when requested by the Declarant, the Parties agree that
13 the Declarant may, at its sole discretion and without objection from the City, construct private
14 services or obtain such services from other providers including adjacent municipalities. The
15 City discloses that Veranda Bay and Summertown's impact are taken into consideration in the
16 current Mobility Plan Assessment as required to implement a mobility impact fee.
17 Additionally, the City discloses the upcoming Park Plan Assessment and hereby disclose it
18 has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and
19 wet slips.

20 (b) Private & Public Improvements: The Declarant agrees to construct the
21 following on-site improvements at the Declarant's sole and exclusive expense as a condition
22 of this Development Agreement, and in addition to the payment of all impact fees relating to
23

1 the development of the Subject Property, unless otherwise provided for herein:

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

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

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

11 (c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal
12
13 integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The
14 Declarant shall require homeowners to construct community sidewalks a minimum of five (5)
15 feet wide on at least one side of the internal roadway system, as may be determined by the
16 Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of
17 the Project, as permitted by governmental permits for the purpose of providing recreational
18 opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight
19 foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway
20 as generally depicted on the MPD Master Plan and **Exhibit "E"**.

21 (d) Access: Ingress and egress to the Project shall be provided, constructed, and
22 dedicated to the City as a public roadway between SR100 and John Anderson Highway, as
23 generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the

1 Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine
2 Road for purposes of signage, enhanced landscape maintenance, Tract access and construction.
3 Moreover, the development of Tracts may be gated from the Spine Road and other public rights
4 of way. The cost of design and construction of the Spine Road shall be eligible for
5 transportation impact fee credits on a dollar-for-dollar basis.

6 (e) Spine Road Construction. If after the ~~600th~~ 150th home is completed within the
7 ~~residential areas of Veranda Bay Project~~, the construction of the Spine Road connection from
8 State Road 100 to John Anderson Highway is not completed, no further building permits will be
9 issued for new home construction within the Project until the Spine Road construction is
10 complete. ~~However, in no event shall the City refuse to issue building permits for those residential~~
11 ~~lots identified by Flagler County's approval of Application #3210, the Preliminary Plat for the~~
12 ~~Hammock Beach River Club PUD (a/k/a the Gardens PUD)...~~

13 (f) Stormwater System: The Declarant shall be responsible for designing,
14 permitting, constructing, and maintaining the means of conveyance of stormwater runoff within
15 the Project including, but not limited to, all stormwater lines, ditches, culverts, and other
16 stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater
17 System"), as generally depicted on **Exhibit "F"**. This is graphical in nature, subject to change and
18 intended to only provide a conceptual model subject to final permitting including but not limited
19 to the City's preliminary plat approvals.

20 (g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,
21 including the public boating facility land to Flagler County, and (ii) the active and passive
22 recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and
23 the City's recreational level of service. Notwithstanding, the Declarant shall provide one or

1 more active recreational facilities ~~west of John Anderson Highway~~ for the benefit of the
2 Project's residents. Declarant will cooperate with Flagler County to provide public park access
3 to Bulow Creek in the southwest portion of the Project through the parcel currently owned by
4 the County or an equivalent property. A maximum of three (3) community docks or community
5 viewing platforms shall be permitted on Bulow Creek subject to state, federal and county
6 approval.

7 In addition to the above, the Declarant shall dedicate and convey to the City: ~~(i)~~
8 a ~~four (4)~~two (2) acre park site ~~with direct access to John Anderson Highway, and (ii) Two (2)~~
9 ~~one-acre park sites~~ with direct access to the Spine Road and the multiuse trail constructed by
10 the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting
11 and construction of improvements on the aforementioned park sites. In the event such
12 agreement requires the Declarant to make improvements to the park sites, the Declarant shall
13 be entitled to receive City park impact fee credits for the costs of such park improvements.

14 (h) Community Development Districts: The City agrees and acknowledges that
15 the ~~Annexed~~Subject Property is subject to the Gardens at Hammock Beach Community
16 Development District, Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*,
17 which was initially established by Flagler County. The City agrees that it shall accept and
18 acknowledge the powers granted to the District pursuant to State law. The City agrees to
19 execute all documents that may be necessary or take any action necessary to transfer the local
20 government jurisdiction to the City, to the extent such may be necessary. In addition, the City
21 agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole
22 discretion, to amend the District's existing boundaries. ~~The by removing the Subject Property~~
23 from the District. In addition, the City shall, at the request of the Declarant, assist the Declarant

Ordinance No. 2024

Page 18 of 61

1 to establish an additional community development district governing that portion of the
2 ~~Annexed Subject~~ Property ~~west of John Anderson Highway~~, which shall be permitted to
3 finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and
4 maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida*
5 *Statutes*, including but not limited to, any transportation improvements that may be required
6 by this Development Agreement or other permit.

7 (i) Agriculture/Silviculture: The Subject Property has been and will continue to
8
9 be used for silviculture purposes. Silviculture activities may continue to occur on the Subject
10 Property until that portion of the Subject Property approved for development obtains all
11 necessary permits and construction commences. All silviculture activities shall continue to
12 comply with all Federal and State requirements. All silviculture activities shall comply with
13 the State of Florida Division of Forestry Best Management Practices. The Subject Property
14 shall therefore remain eligible for all agricultural exemptions as provided by law.

15 **SECTION 10. DEVELOPMENT STANDARDS.**

16
17 (a) Parking: Parking requirements for each Tract shall be consistent with the LDR
18 2025, unless provided for elsewhere in this MPD Agreement. The calculation of minimum
19 parking space requirements for the development of any Tract or subsequently platted lot may
20 include excess parking spaces from another Tract or lot, so long as the aggregate number of
21 parking spaces required for both is satisfied. Additionally, the Declarant may have shared
22 parking facilities serving more than one use or Tract, only if the Declarant provides analysis
23 from a traffic engineer that the different uses or mixed-uses will have different peak hour parking
24 demands and sufficient parking will be provided as required by the LDR 2025. The calculation

1 of minimum parking space requirements for the development of any Tract may be determined by
2 the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family
3 developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

4 (b) Open Space: Minimum open space shall be ~~359.6 acres~~ [forty percent (40%)]%
5 of the Project ~~in its entirety including a minimum of 90.42 acres of conservation and 45 acres of~~
6 ~~landscape/wetland buffers~~. Tracts may be developed with less open space, so long as the
7 aforementioned requirement for the Project is maintained. Open space is defined by Ordinance
8 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator.
9 Open space shall be maintained by either the Community Development District, a property
10 owners association, a mutually agreeable conservation easement, or other method satisfactory to
11 the Declarant. Based on the obligations of this Development Agreement and the prior conveyance
12 of the Public Lands, the City's open space requirements provided in its Comprehensive Plan,
13 LDR 2025 and other regulations is satisfied.

14 (c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste
15 water and reuse improvements being served by the City to the City, pursuant to the City's
16 standard utility agreement. The City shall not charge fees to a community development district or
17 a property owners association for the use of City reuse water for common areas until the later of
18 (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project.
19 Moreover, the City shall not require the Declarant to prepay water and sewer "impact",
20 "connection" or "CIAC" fees until the City issues a building permit for a residential or non-
21 residential structure.

22 (d) Transportation: The Parties accept the traffic study performed by Chindalur
23

1 Traffic Solutions, Inc. (the “Transportation Study”), including its conclusions which are
2 incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply
3 with Florida Department of Transportation requirements for its impacts to SR100. As for
4 impacts to John Anderson Highway, the Declarant shall construct improvements as may be
5 provided in the Transportation Study ~~and as depicted on the MPD Master Plan~~ (“Traffic
6 Improvements”) at such time as deemed necessary in the Transportation Study. The Declarant
7 shall be obligated
8 for all the cost of design, permitting and construction of all required Traffic Improvements
9 identified in the Transportation Study. The Project shall be deemed vested and no additional
10 off site transportation improvements shall be required to be constructed by the Declarant.

11 (e) Drainage: The Declarant shall construct and maintain a stormwater
12 management system that provides treatment and attenuation as required by St. Johns River
13 Water Management District (SJRWMD) and the LDR 2025. Stormwater piping, swales and
14 ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.
15 Stormwater detention facilities shall be designed to meet the water quality and attenuation
16 requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by
17 ~~SJRWMD~~ SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by
18 these agencies shall be ~~determinative~~ determined to ensure that the proposed impact satisfies
19 any and all City ~~regulations, codes and ordinances~~ requirements, including but not limited to
20 the City’s Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon
21 request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s)
22 as issued by FEMA. In addition, the Declarant shall adopt and require construction standards
23

for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping

requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR- ~~(2025)~~. All other landscaping design and requirements shall comply with those standards provided in **Exhibit “P”G** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water ~~source capacity~~ becomes available ~~in adequate quantities for the entire Project~~. Efforts to preserve and enhance the Project’s design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD’s Waterwise Florida Landscapes, the Florida Native Plant Society’s list of native landscape plants for Flagler County, A Gardener’s Guide to Florida’s Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

Ordinance No. 2024

Page 22 of 61

1 The Declarant shall require (i) three (3) shade trees for each single-family
2 detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree
3 and vegetation protection, removal, conservation, and mitigation requirements shall be
4 governed by this Development Agreement. In consideration of (i) the approximately 1,100
5 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space
6 required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant
7 commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's
8 commitment herein to require three (3) shade trees for each single-family detached lot, (v) the
9 Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the
10 Declarant's commitment to a significant investment in a reuse water distribution system, the
11 removal of trees and vegetation shall be allowed to the extent the removal of such is necessary
12 as solely determined by the Declarant, to provide infrastructure, stormwater, utilities,
13 recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall
14 ~~not~~ be required, ~~except~~ as provided in the paragraph below.

15 _____ During the platting process ~~of individual tracts~~, the Declarant shall provide the
16 City a tree survey depicting the location of viable specimen trees within the tract being platted as
17 defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches
18 (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as
19 part of its design and development of ~~individual tracts-parcels~~. If the Declarant or its assigns
20 determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the
21 Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree
22 Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty ~~five~~ dollars
23 (\$25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be

1 due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the
2 cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed
3 \$4,000.00. Diseased or dying trees, as certified by a licensed arborist, may be removed by the
4 Declarant and shall be exempt from mitigation as provided in this section.

5 All other trees and vegetation, including but not limited to all species of pine trees
6 and palm trees, may be removed without mitigation or permit.

7 A Community Development District ~~or~~, Property Owners Association or Home
8 Owners Association shall be permitted to use temporary wells and stormwater for the Project's
9 irrigation until sufficient reuse capacity is available for the entire Project, subject only to
10 permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells
11 shall be prohibited on individual single-family lots.

12 (g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and
13 50-foot average buffer along the limits of the Project boundary that coincides with the western
14 side of John Anderson Highway right of way.

15 (g)(h) Lighting: All lighting, including but not limited to all pole mounted lighting,
16 shall be designed to minimize light pollution to off-site properties and to comply with the LDR
17 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred
18 feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its
19 impact to the natural environment.

20 (h)(i) Fire Protection: The Declarant previously donated to Flagler County a three (3)
21 acre parcel of land for a fire station to serve the Project and the residents along John Anderson
22 Highway. Fire protection requirements for the Project will be met through a system of fire
23 hydrants installed on the Project by the Declarant in accordance with City standards. The

1 locations of fire hydrants shall be shown on all construction documents, technical site plans, or
2 preliminary plats. The Project shall comply with the City's fire protection requirements. The
3 City will provide fire protection services to the Project in accordance with established local
4 response agreements.

5 ~~(j)~~ (i) Utilities: The Declarant shall ~~not~~ be responsible for any costs associated with
6 the extension of City utilities to the Subject Property that may be required to serve this Project.
7 Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the
8 Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

9 ~~(k)~~ (j) Interconnectivity and Access: All units within the Project ~~shall~~
10 ~~be~~ may be interconnected by roadways and sidewalks, as called for by the City's Comprehensive
11 Plan. The Project shall provide and maintain the minimum number of access drives onto John
12 Anderson Highway, as generally depicted on the MPD Master Plan.

13 ~~(l) Wetlands: Wetland permitting, including their impacts Protection and/or mitigation,~~
14 ~~for the Project may occur. Management:~~

15 ~~(i) Purpose and shall only be subject to Federal and States permits which the~~
16 ~~City shall accept. Intent~~

17 The City ~~agrees that any approval, impact or effect to purpose of this section~~
18 ~~is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands,~~
19 ~~wetland and associated upland buffers, and wetland setbacks provided by said permits shall be~~
20 ~~accepted by the City and deemed consistent with within the Project in a manner that reasonably~~
21 ~~aligns with~~ the City's Comprehensive Plan. ~~The Project shall therefore be, state regulatory~~
22 ~~standards, and best environmental practices. This approach balances ecological sustainability with~~
23 ~~efficient land development, promoting no net loss of wetland functions while allowing for practical~~

1 site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control,
2 and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

3 (ii) Wetland Identification and Survey

4 All wetlands within the MPD shall be identified using the methodology
5 outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs,
6 freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal
7 Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater
8 management systems are exempt from these regulations.

9 Wetland delineations shall be conducted by a qualified Florida
10 environmental professional, and boundaries shall be surveyed by a Florida registered land
11 surveyor, including topographical data. The survey shall clearly delineate the wetland
12 jurisdictional line and the required upland buffer boundary. This information shall be incorporated
13 into all subdivision plats, and development applications submitted for approval.

14 (iii) Allowed Activities and Development in Wetlands and Buffers

15 To facilitate reasonable development while preserving wetland integrity,
16 the following activities are permitted within wetlands and required upland buffers, provided they
17 do not result in adverse impacts to wetland functions:

18 • Authorized wetland restoration, enhancement, monitoring, or
19 mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of
20 Engineers (ACOE).

21 • Elevated walkways, paths, nature trails, hiking trails, or walking
22 paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials,
23 natural materials, or open grid systems.

Ordinance No. 2024

Page 26 of 61

- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

<u>Wetland Category</u>	<u>Description</u>	<u>Requirements</u>
<u>Optimal Wetlands</u>	<u>Named systems associated with surface waters or quality score 0.71 - 1.0</u>	<u>Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.</u>
<u>Moderate Wetlands</u>	<u>Quality Score 0.41 – 0.70</u>	<u>Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.</u>
<u>Minimal Wetlands</u>	<u>Quality Score 0.0 – 0.40</u>	<u>Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.</u>

Mitigation shall occur in accordance with Section 4 of the LDR373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary.

1 Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed
2 by SJRWMD or FDEP permits, which serve as evidence of compliance.

3 (vi) Wetland Buffers

4 A natural upland buffer shall be provided adjacent to all wetlands,
5 including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The
6 buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum
7 width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or
8 ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows
9 for flexible site planning while maintaining equivalent protection.

10 (k) Buffers shall not be created by filling jurisdictional wetlands unless
11 allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall
12 be preserved or revegetated with native species if disturbed. Allowed activities within buffers are
13 outlined in Sections 10(l) (iii) and (iv) above.

14 (h)(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-
15 foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The
16 Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of
17 the Bulow Creek ~~river bank~~-riverbank. Notwithstanding the foregoing, the minimum setback shall
18 be 75-feet in those areas as generally depicted in **Exhibit “GH”**. The Declarant shall in good faith
19 evaluate opportunities for Flagler County to purchase from the Declarant Environmentally
20 Sensitive Lands as defined by state statute and local ordinance. In no way shall the Declarant be
21 obligated to sell or convey any portion of the Property to the County or any third party as
22 contemplated by the aforementioned sentence.

23 (m)(n) Signage: Signs shall comply with the LDR 2025, unless otherwise provided

herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Gateway Signage and Entrance Features. ~~Signage~~ located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to ~~Veranda Bay residential~~the Project located at the intersection of John Anderson and ~~Buena Vista Boulevard~~Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet. However, the main entrance to ~~Veranda Bay residential~~Project located at the intersection of John Anderson and ~~Buena Vista Boulevard~~Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of twenty (20) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction, but shall meet the height restrictions set forth above.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

~~(n)~~(o) Temporary Facilities/Model Homes: Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

~~(o)~~ Rental Program:— Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the

1 Project's units ~~located in zoned Commercial on the MPD Master Plan~~, in long term, short term,
2 resort residential, or resort condominium rental programs operated by Declarant, its affiliates or
3 any third-party rental program operators approved by the Declarant. ~~Otherwise, short term~~
4 ~~vacation rentals shall be prohibited.~~

5 (p) ~~Marina: The Marina located on Tract E, shall only be governed by permits issued~~
6 ~~by State and Federal agencies. The City agrees that said permits shall be deemed to be consistent with~~
7 ~~the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina~~
8 ~~shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art~~
9 ~~IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and~~
10 ~~dry slips, transient or permanent slips, fueling facilities, a boat ramp and any uses permitted as a~~
11 ~~commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and~~
12 ~~not for long-term storage. Subject to the above, the design, permitting and construction of the Marina~~
13 ~~shall be exempt from any City code or regulation, except its fire and building codes.~~

14 (q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age
15 restriction requirements or use permitted by Federal or State law.

16 (r) Accessory Uses: Typical residential accessory uses will be allowed, including but
17 not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks.
18 Accessory uses and structures will be allowed in accordance with this Development Agreement,
19 provided such uses and structures are of a nature customarily incidental and clearly subordinate to
20 the permitted or principal use of a structure. Accessory uses or structures contained within or
21 attached to the building containing the principal use shall be considered a part of the principal
22 building and not an accessory building and shall meet the same requirements for setbacks as the
23 main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,

1 either attached or detached from the principal use structure, may be constructed up to a minimum
2 of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a
3 swimming pool be located closer than five (5) feet from the side and rear property line. Air
4 conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or
5 utility service features may be located in any required side or rear yard up to a minimum two (2)
6 foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located
7 within the required front yard.

8 **SECTION 11. PHASING OF DEVELOPMENT.**

9 (a) The Project may be developed in multiple phases. Prior to the issuance of any
10 permit for any phase of the Project (and prior to any construction of any improvement,
11 building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat
12 or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to
13 support the proposed uses, including water and wastewater service, drainage, private roads,
14 vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase
15 that is constructed on the Subject Property shall be constructed concurrently with, or prior to
16 construction of that phase of the Project, as approved by the City, and prior to the issuance of
17 building permits for that phase. Adequate emergency vehicle access and turnarounds shall be
18 provided at all times.

19 (b) Roadways shall be constructed concurrently with development of adjacent lots
20 to ensure that contiguous roadways are available at all times prior to the issuance of any
21 building permits for that phase. To avoid unnecessary construction and repair costs, internal
22 sidewalks shall be constructed adjacent to each residential lot at the time the home is
23 constructed and prior to the Certificate of Occupancy, and each home's building permit shall

be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading and earthwork for portions of the Subject Property before approving final construction plans, however, all Federal and State permits ~~relating to~~required for land clearing, grading and earthwork ~~must~~shall be obtained.

(d) The Project will be developed in multiple phases. The tracts identified on Exhibit “B.” may be transferred by metes and bounds without platting. However, no infrastructure improvements, except for stormwater, utilities or fill, may be made on any tract until the City issues a preliminary plat development order for the development of that tract or portion thereof.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR 2025 except as follows:

<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family- Marina</u>
Min. Distance Between Buildings****	10’	10’	10’	10’
Min. Bldg. Setback to Water	20’	20’	20’	10’
Max. Bldg. Height*****	35’	35’	35’	35’
Min. Front Bldg. Setback to Property Line	15’	15’	10’	10’
Min. Bldg. Rear Yard Setback***	10’	10’	10’	10’
<u>Type</u>	<u>SF</u>	<u>Multi-family</u>	<u>Town House</u>	<u>Multi-family- Marina</u>
Minimum Front Setback from Right of Way	20’	N/A	20’	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10’	10’	10’	10’
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40’	N/A	16’	N/A

Ordinance No. 2024

Page 34 of 61

**Max. Impervious Surface
Ratio*******

70%

80%

80%**

80%**

*Except as provided in Section 10, above.

**Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

***** Shall be measured as the distance between walls of adjacent structures.

***** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	80'***60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height*****	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Maximum Floor Area Ratio*	100%
Max. Impervious Surface Ratio*****	80%***0%*****

* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

**Minimum open space shall be forty percent (40%) of the entire MPD gross area.

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

***** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Ordinance No. 2024

Page 35 of 61

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR 2025.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the

Ordinance No. 2024

Page 36 of 61

1 Subject Property to provide for any Tract shall not require platting as required by Chapter 177,
2 *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and
3 without platting.

4 (c) ~~Burning:~~ Open burning shall be prohibited during development and
5 property owners shall be subject to the City's LDR- 2025.

6 **SECTION 14. DEVELOPMENT FEES.**

7 The Declarant acknowledges and agrees that the City has enacted citywide impact fees,
8 and may in the future increase the amount of those fees. The Declarant acknowledges that the
9 Project shall be subject to all fees in effect at the time of permitting. ~~Notwithstanding the above,~~
10 ~~the Declarant shall not be charged impact fees for the marina wet slips or dry slips.~~

11 **SECTION 15. COMMON AREAS AND MAINTENANCE.**

12
13 To ensure the long-term maintenance and control of common areas, the Declarant shall
14 dedicate such areas to (i) the existing community development district, (ii) a property owners
15 association or (iii) other entity accepted by the LUA ~~(collectively the "Association")~~.

16 **SECTION 16. CONVERSION OF USES.**

17
18 The Declarant may increase or decrease the amount of a particular land use without
19 modifying or amending this Development Agreement or the MPD Master Plan, but only within
20 the minimum and maximum standards provided for on the Land Use Conversion Matrix
21 attached as **Exhibit "HI"**, provided that (i) the changes are consistent with the Land Use
22 Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use
23 Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty
24 (30) days in advance of the conversion. Any modification to this Development Agreement shall

Ordinance No. 2024

Page 37 of 61

1 incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to
2 the filing of such modification. Provided that the conversion is (i) consistent with the criteria
3 contained in the Land Use Conversion Matrix attached as **Exhibit “HI”**, and (ii) such converted
4 uses are consistent with the uses allowed under by this Development Agreement.
5 Notwithstanding the foregoing, any change or deviation from the approved land uses provided
6 for herein shall be consistent with the City’s Comprehensive Plan, which may require a small-
7 scale comprehensive plan amendment as more particularly described in Section 163.3187,
8 Florida Statutes.

9 **SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND**
10
11 **CONFLICT RESOLUTION.**
12

13 (a) In the event of a breach of this Agreement by either Party, the other party hereto
14 shall have all rights and remedies allowed by law, including the right to specific performance
15 of the provisions hereof.

16 (b) In the event that a dispute arises between the Parties, the City and Declarant
17 shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage
18 in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within
19 thirty (30) days of either party making a written request to the other. If the Parties fail to agree
20 to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally
21 pay all costs of mediation.

22 **SECTION 18. NOTICES.**

23 (a) All notices required or permitted to be given under this Development
24 Agreement must be in writing and must be delivered to the City or the Declarant at its address
25 set forth below (or such other address as may be hereafter be designated in writing by such

Ordinance No. 2024

Page 38 of 61

party).

(b) Any such notice must be personally delivered, sent by certified mail, or overnight courier

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

(d) The Parties' addresses for the delivery of all such notices are as follows:

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street
Flagler Beach, FL 32136

As to the Declarant: ~~PALM COAST INTRACOASTAL, LLC, Attn: Kenneth Belshe~~
Veranda Bay Investments, LLC
Attn: Kenneth Belshe
3129 SPRINGBANK LN Springbank Lane 201
CHARLOTTE Charlotte, NC 28226

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable. ~~However, in the event, unless~~ any ~~portion of this Development Agreement~~ term or provision shall be found to be invalid or illegal, ~~then in which case~~ the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

Ordinance No. 2024

Page 39 of 61

1 **SECTION 20. SUCCESSORS AND ASSIGNS.**

2
3 This Development Agreement and the terms and conditions hereof shall be binding
4 upon and inure to the benefit of the City and Declarant and their respective successors-in-
5 interest. -The terms and conditions of this Development Agreement similarly shall be binding
6 upon the Subject Property and shall run with the land and the title to the same.

7 (b) This Development Agreement touches and concerns the Subject Property.

8 (c) The Declarant has expressly covenanted and agreed to this provision and all
9 other terms and provisions of this Development Agreement.

10
11 **SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.**

12
13 (a) This Development Agreement shall be governed by and construed in
14 accordance with the laws of the State of Florida.

15 (b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for
16 Flagler County, Florida, or the Middle District if in Federal court.

17 (c) The Declarant shall fully comply with all applicable State, and Federal
18 environmental regulations and all other laws of similar type or nature.

19 (d) If State or Federal laws are enacted after execution of this Development
20 Agreement which are applicable to and preclude the Parties' compliance with this
21 Development Agreement, this Development Agreement shall be modified as necessary to
22 comply with the relevant law.

23
24 **SECTION 22. TERM/EFFECTIVE DATE.**

Ordinance No. 2024

Page 40 of 61

1
2 (a) This Development Agreement shall be effective upon approval by the City
3 Commission and execution of this Development Agreement by all Parties (the “Effective
4 Date”).

5 (b) This Development Agreement will expire thirty (30) years from the Effective
6 Date unless renewed in writing by the Parties.

7 **SECTION 23. RECORDATION.**

8
9 Upon approval by the City Commission and execution of this Development Agreement
10 by all Parties, this Development Agreement and any and all amendments hereto shall be
11 recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14)
12 days after its execution by the City, and the Development Agreement shall run with the land.
13 The Declarant shall pay the costs to record this Development Agreement.

14 **SECTION 24. THIRD PARTY RIGHTS.**

15
16 This Development Agreement is not a third-party beneficiary contract, and shall not
17 in any way whatsoever create any rights on behalf of any third party.

18 **SECTION 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.**

19
20 (a) Strict compliance shall be required with each and every provision of this
21 Development Agreement. The Parties agree that each has the remedy of specific performance
22 of these obligations.

23 (b) Time is of the essence to this Development Agreement and every right or
24 responsibility required herein shall be performed within the times specified.

1 **SECTION 26. ATTORNEYS' FEES.**

2
3 In the event of any action to enforce the terms of this Development Agreement, the
4 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all
5 costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the
6 trial, or appellate level.

7 **SECTION 27. FORCE MAJEURE.**

8
9 The Parties agree that in the event that the failure by either party to accomplish any
10 action required hereunder within a specific time period ("Time Period") constitutes a default
11 under terms of this Development Agreement, and if any such failure is due to any unforeseeable
12 or unpredictable event or condition beyond the control of such party, including, but not limited
13 to: acts of God, acts of government authority (other than the City's own acts), acts of public
14 enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials,
15 injunction or other court proceedings beyond the control of such party, or severe adverse
16 weather conditions ("Uncontrollable Event"); then notwithstanding any provision of this
17 Development Agreement to the contrary, that failure shall not constitute a default under this
18 Development Agreement and any Time Period prescribed hereunder shall be extended by the
19 amount of time that such party was unable to perform solely due to the Uncontrollable Event.

20 **SECTION 28. INDEMNIFICATION.**

21 The Declarant shall indemnify and save the City harmless from and against any and all
22 damages caused solely by the Declarant's development of the Subject Property as provided in
23 this Development Agreement. This provision shall exclude any damages arising out of a third

1 party challenging this Development Agreement or any subsequent development order issued
2 by the City affecting the Subject Property as defined by State statute.

3 **SECTION 29. ENFORCEMENT: CITY’S RIGHT TO TERMINATE DEVELOPMENT**
4
5 **AGREEMENT.**

6
7 (a) This Development Agreement shall continue to be enforceable, unless lawfully
8 terminated, notwithstanding any subsequent changes in any applicable law.

9 (b) The failure by the Declarant to perform its material obligations hereunder shall
10 constitute a default, entitling the City to pursue whatever remedies are available to it under
11 Florida law or equity, including, without limitation, an action for specific performance and/or
12 injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the
13 City filing any action or terminating this Development Agreement as a result of a default under
14 this Development Agreement, the City shall first provide the Declarant written notice of said
15 default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period
16 in which to cure the default to the reasonable satisfaction of the City prior to the City filing an
17 action or terminating this Development Agreement. If ninety (90) days is not considered by
18 the Parties to be a reasonable period in which to cure the default, the cure period shall be
19 extended to such cure period acceptable to the City, but in no case shall that cure period exceed
20 one hundred and eighty (180) days from initial notification of default. Upon the judicial
21 termination of the Development Agreement, the Declarant shall immediately be divested of all
22 rights and privileges granted hereunder.

23
24
25 **SECTION 30. CAPTIONS.**

1
2 Sections and other captions contained in this Development Agreement are for reference
3 purposes only and are in no way intended to describe, interpret, define, or limit the scope,
4 extent or intent of this Development Agreement, or any provision hereof.

5 **SECTION 31. EXHIBITS.**

6 Each exhibit referred to and attached to this Development Agreement is an essential part
7 of this Development Agreement. The exhibits and any amendments or revisions thereto, even
8 if not physically attached hereto, shall be treated as if they are part of this Development
9 Agreement

10 **SECTION 32. INTERPRETATION.**

11
12 (a) The Declarant and the City agree that all words, terms and conditions contained
13 herein are to be read in concert, each with the other, and that a provision contained under one
14 (1) heading may be considered to be equally applicable under another in the interpretation of
15 this Development Agreement.

16 (b) This Development Agreement shall not be construed more strictly against either
17 party on the basis of being the drafter thereof, and both Parties have contributed to the drafting
18 of this Development Agreement.

19 **SECTION 33. FURTHER ASSURANCES.**

20
21 Each party agrees to sign any other and further instruments and documents consistent
22 herewith as may be necessary and proper to give complete effect to the terms of this
23 Development Agreement.

24 **SECTION 34. COUNTERPARTS.**

Ordinance No. 2024

Page 44 of 61

1
2 This Development Agreement may be executed in any number of counterparts, each of
3 which shall be deemed an original, but all of which, taken together, shall constitute one (1) and
4 the same document.

5 **SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

6
7 (a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the
8 provisions herein shall be made by the Parties only in writing by formal amendment, and (2)
9 This Development Agreement shall not be modified or amended except by written agreement
10 executed by all Parties hereto and upon approval of the City.

11 (b) Failure of any party hereto to exercise any right hereunder shall not be deemed
12 a waiver of any such right and shall not affect the right of such party to exercise at some future
13 date any such right or any other right it may have.

14 **SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

15
16 This Development Agreement constitutes the entire agreement between the Parties and
17 supersedes all previous oral discussions, understandings, and agreements of any kind and
18 nature, as between the Parties relating to the subject matter of this Development Agreement.

19
20
21
22 *(SIGNATURES INTENTIONALITY LEFT TO NEXT PAGE)*

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF FLAGLER BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____, Esq.
City Attorney

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ~~2024~~2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

Ordinance No. 2024

Page 46 of 61

WITNESSES:

“DECLARANT”

PALM COAST
INTRACOASTAL VERANDA BAY
INVESTMENTS, LLC

Witness Signature

By: _____
William G. Allen, ~~Jr.~~ Manager

Print

Print Witness Name

Address: _____

Witness Signature

Print

Print Witness Name

Address: _____

=====

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ~~2024~~2025, by William

G. Allen, ~~Jr.~~ Manager, of ~~Palm Coast Intracoastal~~Veranda Bay Investments, LLC, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

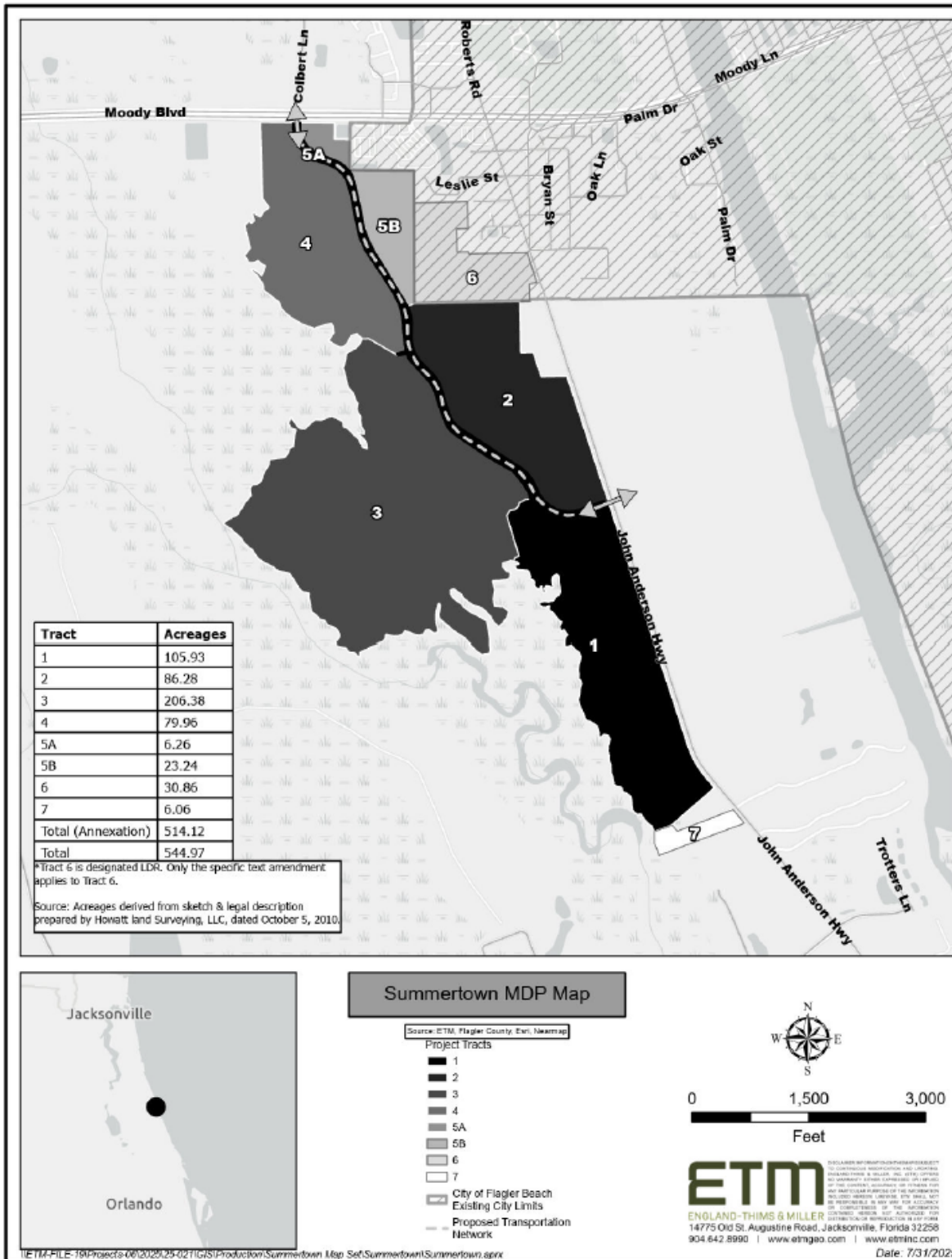
Print Name: _____

My Commission expires: _____

Ordinance No. 2024

Page 47 of 61

EXHIBIT "A"



Ordinance No. 2024

Page 48 of 61

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 38 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

Ordinance No. 2024

Page 49 of 61

Together with

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

Together with

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH

Ordinance No. 2024

Page 50 of 61

40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT “B”

Ordinance No. 2024

Page 52 of 61

EXHIBIT “C”

Ordinance No. 2024

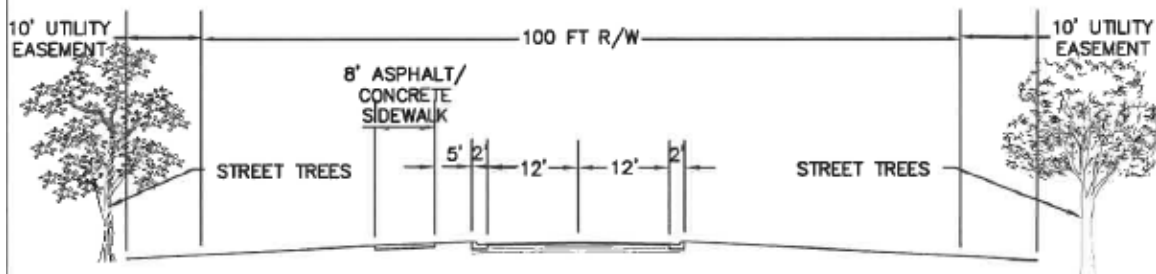
Page 53 of 61

EXHIBIT “D”

Ordinance No. 2024

Page 54 of 61

EXHIBIT "E"



**VERANDA BAY
SPINE ROAD SECTION**

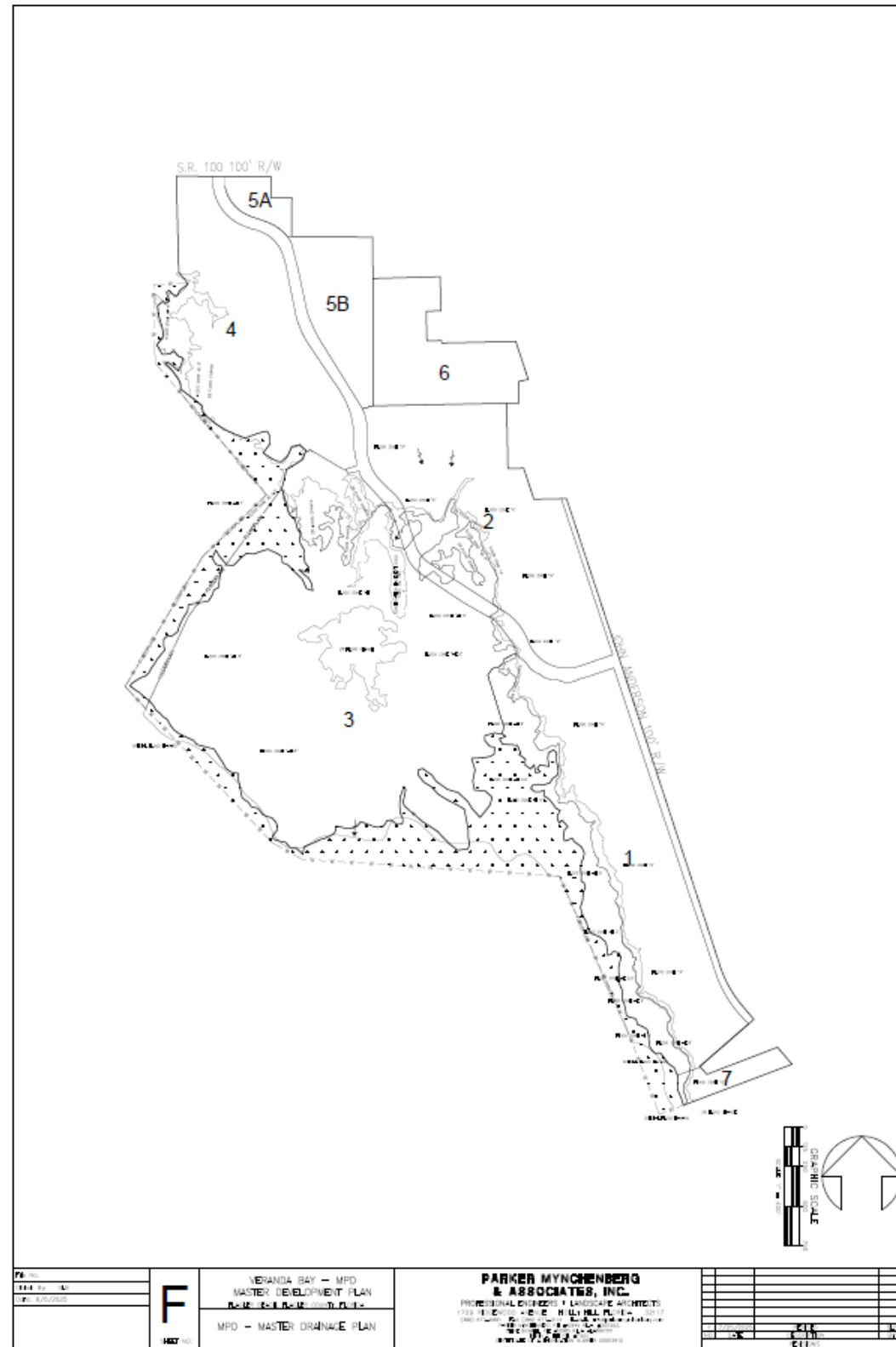
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT E

Ordinance No. 2024

Page 55 of 61

EXHIBIT "F"



Ordinance No. 2024

Page 56 of 61

EXHIBIT “G”

LANDSCAPE GUIDELINES

GENERAL:

All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:

A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:

In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:

All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:

All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:

Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:

All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:

All front yard planting to consist of the following:

18' – 24' on average height palm trees

5' accent tree

14' street tree (minimum 2" caliper) - shade tree

3-gallon shrub mass

3-gallon groundcover mass

1-gallon groundcover mass

10-gallon specimen accents

SIDE YARD PLANTING:

All side yard planting to consist of the following:

3-gallon foundation hedge

Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:

All rear yard planting to consist of the following:

Two - 6' shade trees

If any palm tree is to be used, they must be 18' – 24' on average height palm trees

10-gallon shrub mass

3-gallon foundation shrub

3-gallon groundcover mass

10-gallon accent shrubs

EXHIBIT "H"

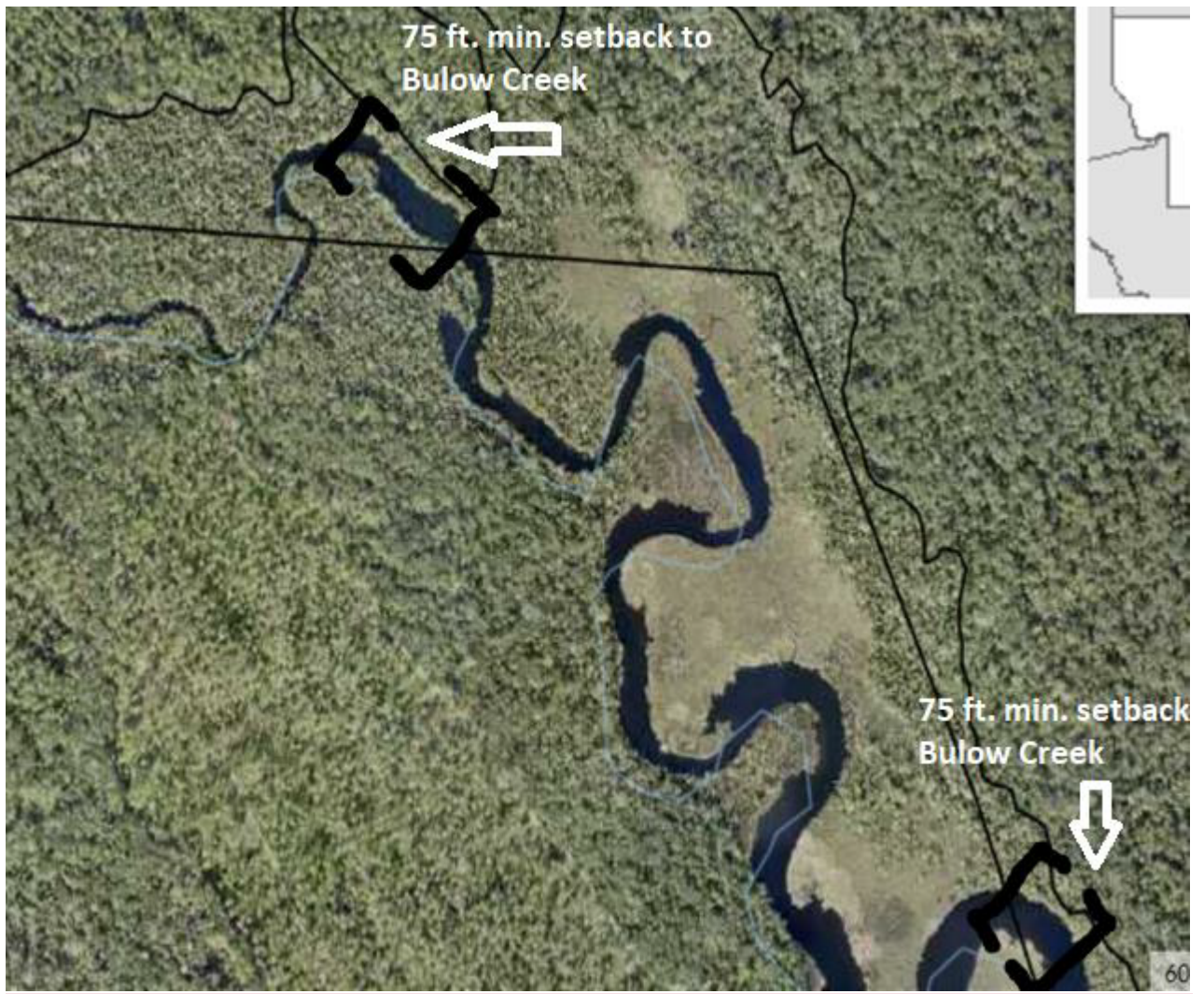


EXHIBIT “I”

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak	
			Trips	Trip Rate
Single-family Detached Residential	1,067	DUs	824	0.772
Single-family Attached Residential	96	DUs	46	0.476
Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	1,332	DUs	447	0.335
Shopping and Retail	456	KSF	1,518	3.327
Recreational Community Center	22	KSF	57	2.545

		Convert To				
		SF Detached	SF Attached	Multi-Family	Shopping/Retail	Rec Comm Center
Convert From	Single-family Detached Residential	1.000	1.622	2.304	0.232	0.303
	Single-family Attached Residential	0.617	1.000	1.421	0.143	0.187
	Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	0.434	0.704	1.000	0.101	0.132
	Shopping and Retail	4.310	6.989	9.931	1.000	1.307
	Recreational Community Center	3.297	5.347	7.597	0.765	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail, multiply $50 \times 0.23 =$

11,602.00

SF

To convert 10,000 SF Shopping/Retail to Single Family Detached Residential, multiply $10,000/1000 \times 4.310$

43.00

Units



SUMMER —TOWN—

at Flagler Beach



Flagler Beach City Commission November 13, 2025

Voluntary Annexation Application
Large Scale Land Use Map & Text Amendment Application
Master Development Plan Rezoning Application



Project Team

Palm Coast Intracoastal, LLC
Veranda Bay Investments, LLC
Highway 100 Commercial, LLC

Landowner/Developer

Ken Belshe - Representative



Legal

Michael D. Chiumento



Legal

Jay Livingston



Planning

Lindsay Haga, AICP
Jeff Crammond, P.E.



Transportation

Rajesh Chindular, P.E.
Holly Walker, P.E.



Engineering

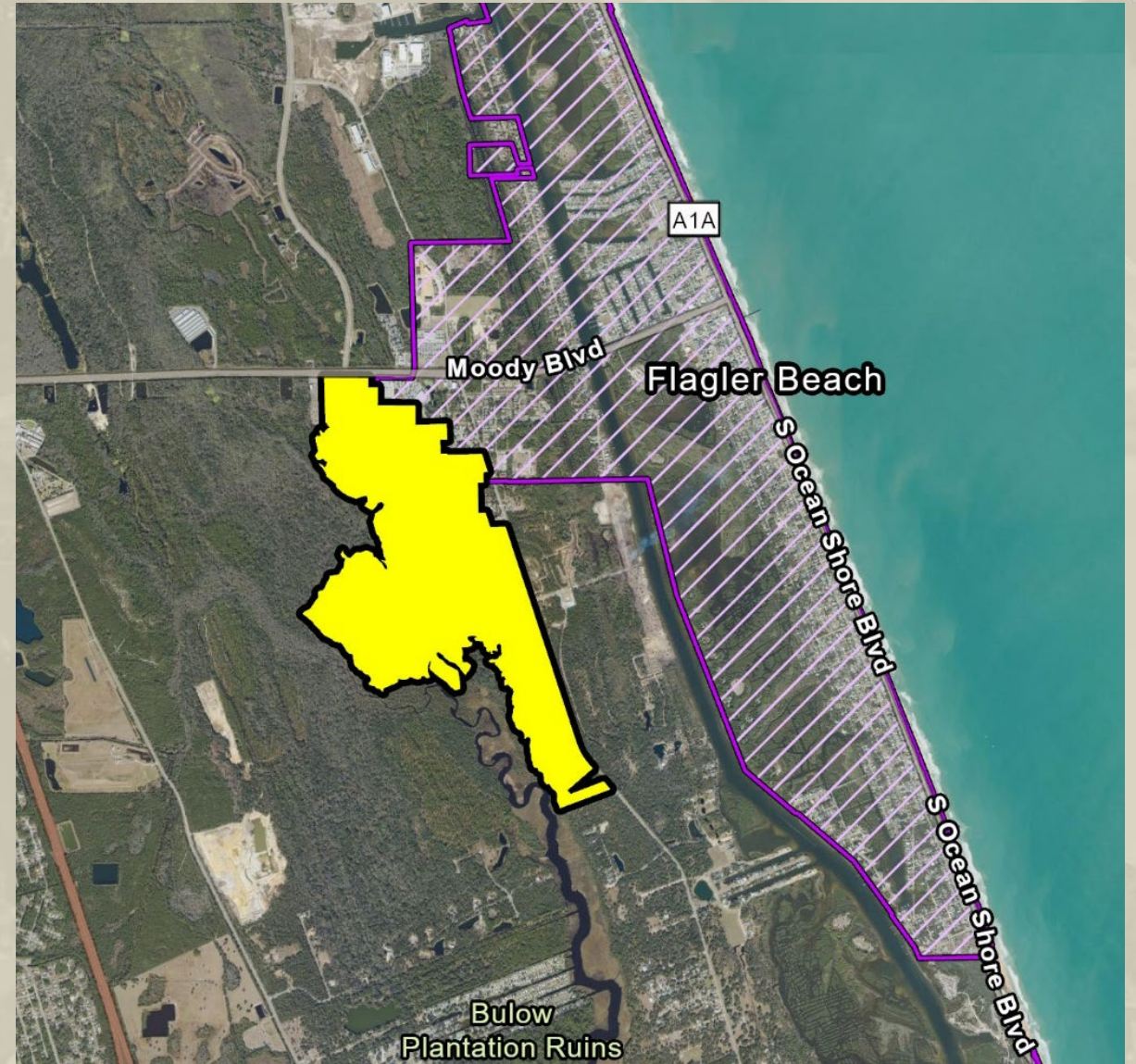


Environmental

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on west side of city



History

November 7, 2005

Gardens at Hammock Beach PUD approved by Flagler County

January 2, 2008

1,114 +/- acres conveyed to Flagler County for Conservation, Recreation & Public Safety

May 24, 2018

Current owner acquires the entire PUD

November 25, 2020

Flagler County approves first phase of 335 lots along with an amendment to Conceptual Site Plan

History

January 25, 2024

City of Flagler Beach Mayor and City Commissioner send letter to invite the developer to consider annexation to Flagler Beach

September 3, 2024

Flagler Beach PARB recommends approval - unanimous

October 17, 2024

Flagler Beach City Commission 1st Reading Approval

Summer 2025

Refiled as two applications

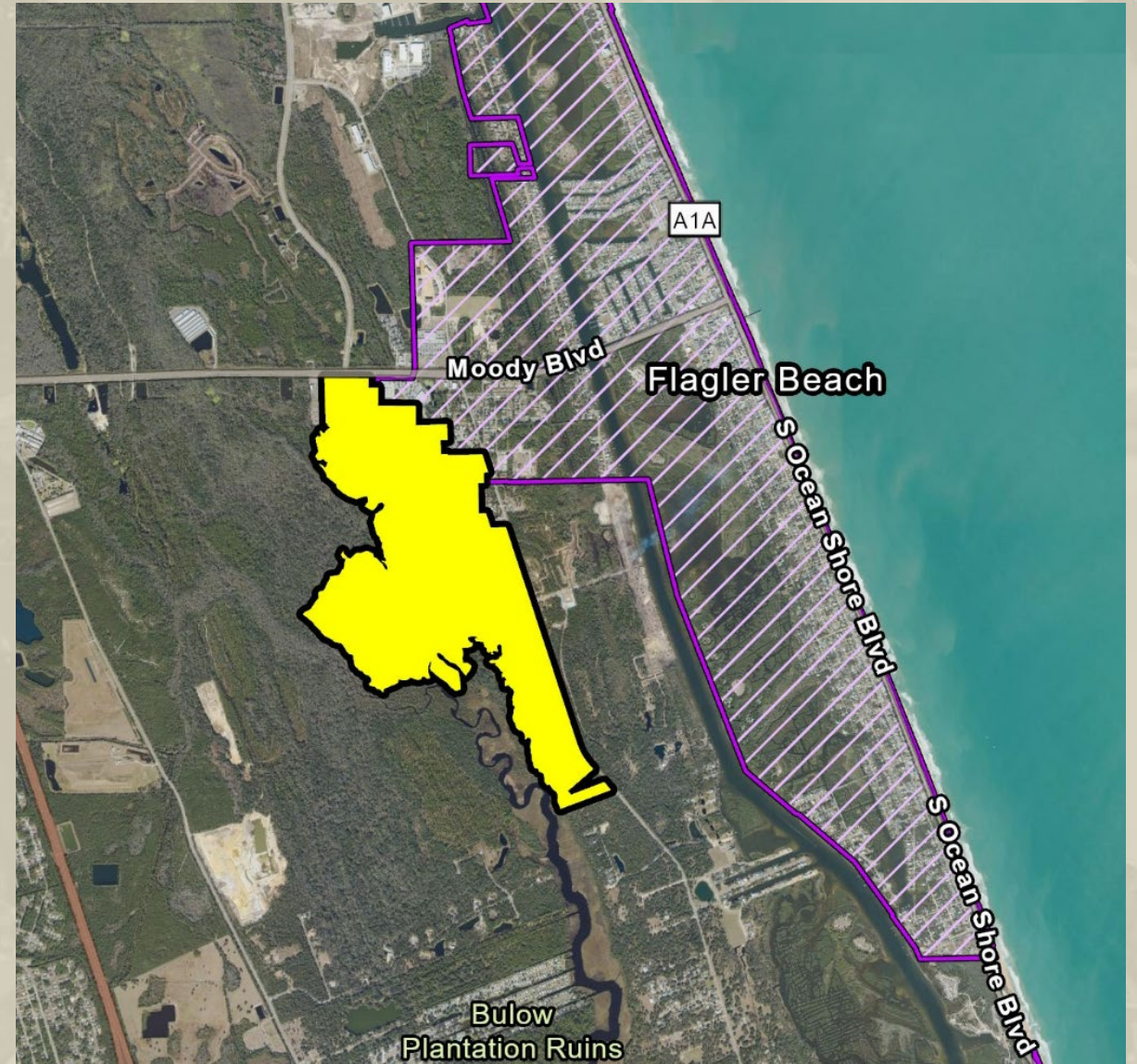
Today

Summer Town Project Applications

Location

Vicinity Map

Situated adjacent to
Flagler Beach city limits
on west side of city



Developer's Vision

- 250 room boutique hotel
- 840,000 square feet of mixed use including
 - Retail
 - Commercial
 - Restaurant
 - Offices
- Walkable concept
- Commercial architectural approval by PARB
- 1,640 units of low density residential
- Developer commitment of Regional Spine Road with 8ft multi-use path

Developer's Vision

- 40% open space
- 50% of landscape Florida native
- John Anderson roadway buffer
- Bulow Creek setback
- Developer commitment to link to Bulow Creek Headwaters Regional Park
- Tree preservation commitment
- Donation of City parks
- Commitment to stormwater harvesting and reclaimed water for irrigation – no wells

Developer's Vision









SUMMER
—TOWN—

Project Elements

Planning

Master Plan

Development
Program

Public Infrastructure

Transportation ■

Utilities ■

Public Safety ■

School Planning ■

Parks ■

Environmental

Open
Space

Preservation

Buffering

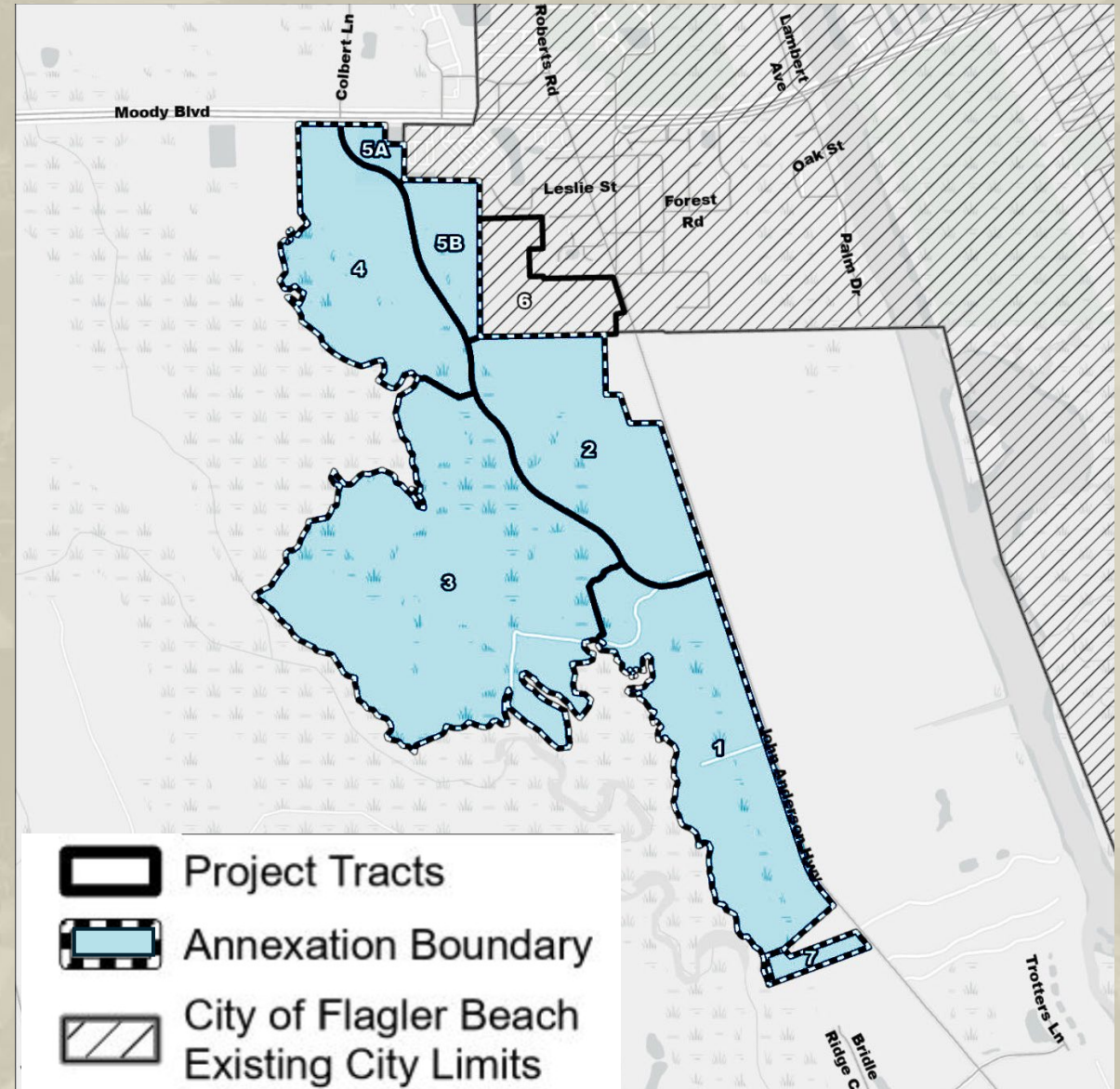
Drainage

Master
Stormwater
Plan

Planning

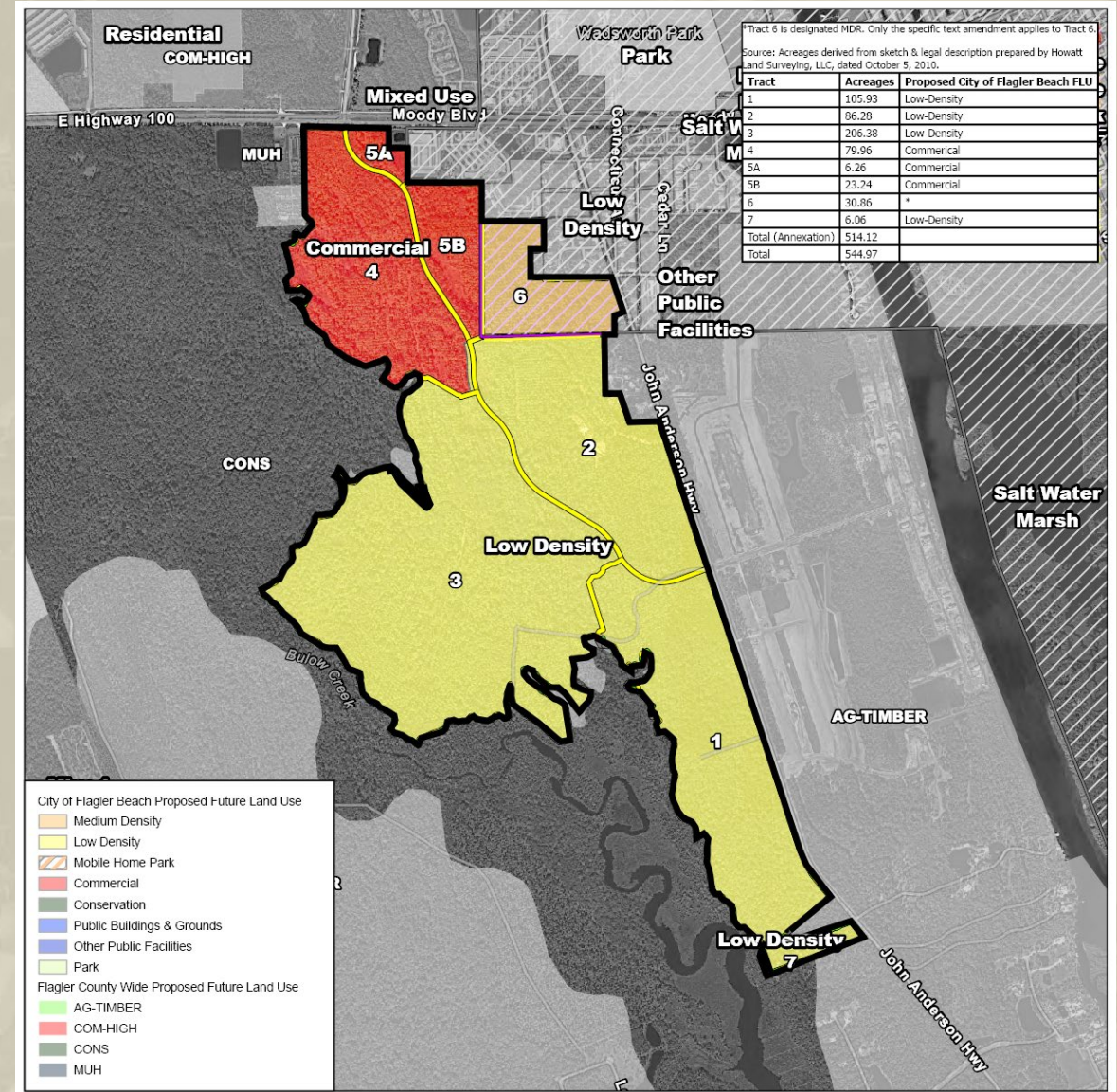
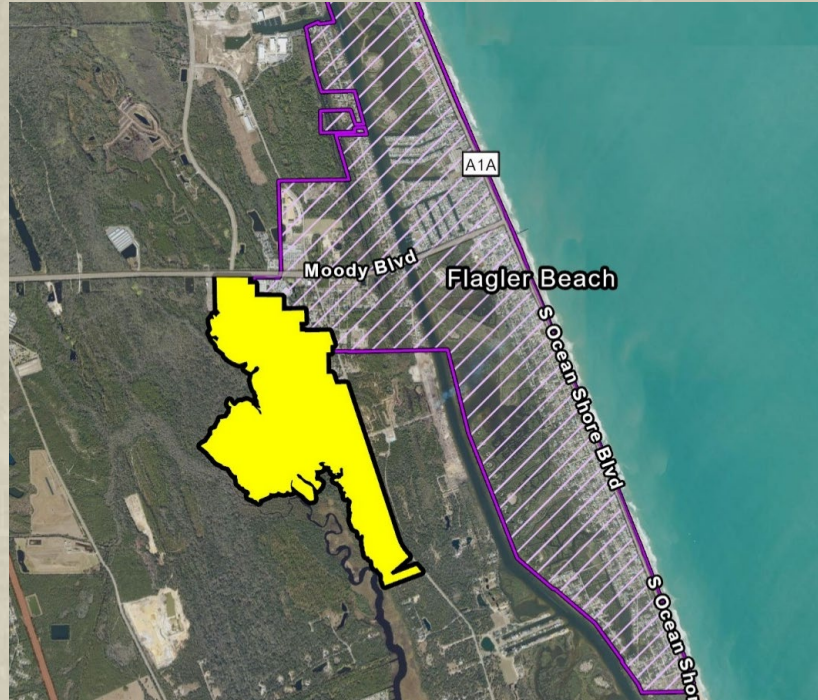
Annexation

- 30 acres in City (Tract 6)
- 514 acres to be annexed



Planning

Proposed Future Land Use Map



Planning

Proposed Text Amendment

EXHIBIT C

Summertown (“Property”) Comprehensive Plan Text Amendment

Policy A.1.1.3.I – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms (“Development Plan”). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025), however, in accordance with this policy, density and intensity permitted by the Comprehensive Plan do not apply to this development. Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer’s traffic engineer.

Planning

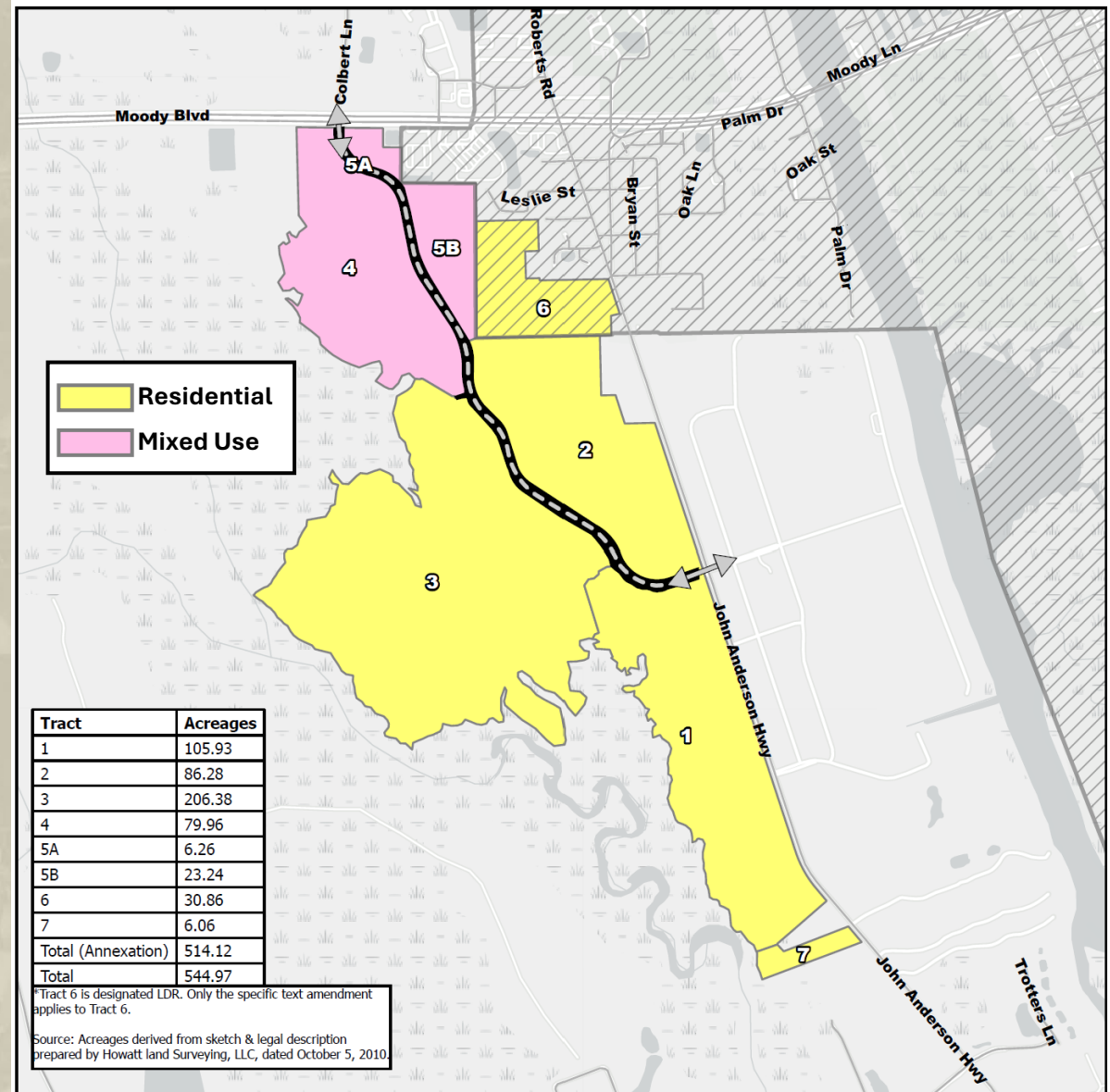
Rezoning Application

MPD Master Plan

- 1,640 homes
- 840,000 square feet commercial retail
- 250 hotel rooms

MPD Text

- Mixed Use, low density (3 units/ac)
- 40% Open Space
- 35' building height
- Vehicular & Pedestrian Access
- Regional Spine Road connection
- Bulow Creek Buffer
- Roadway Buffer
- Commercial architectural requirements per City LDR



Public Infrastructure



Transportation



Utilities



Public Safety



School Planning



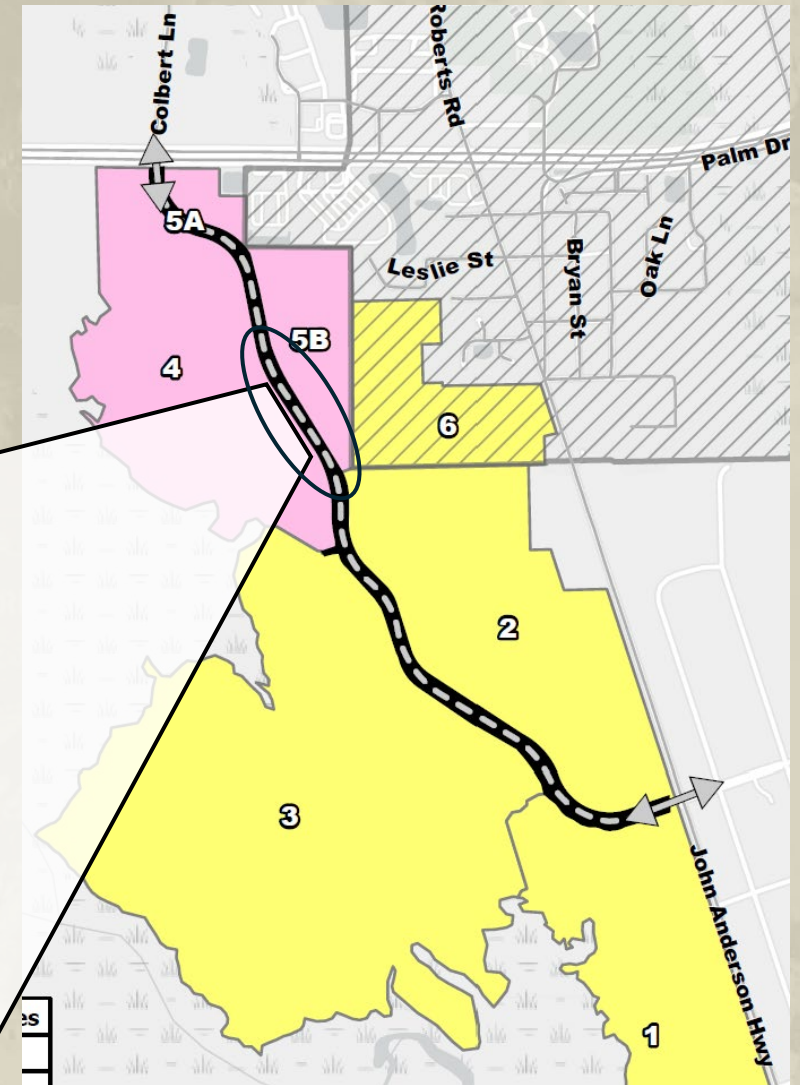
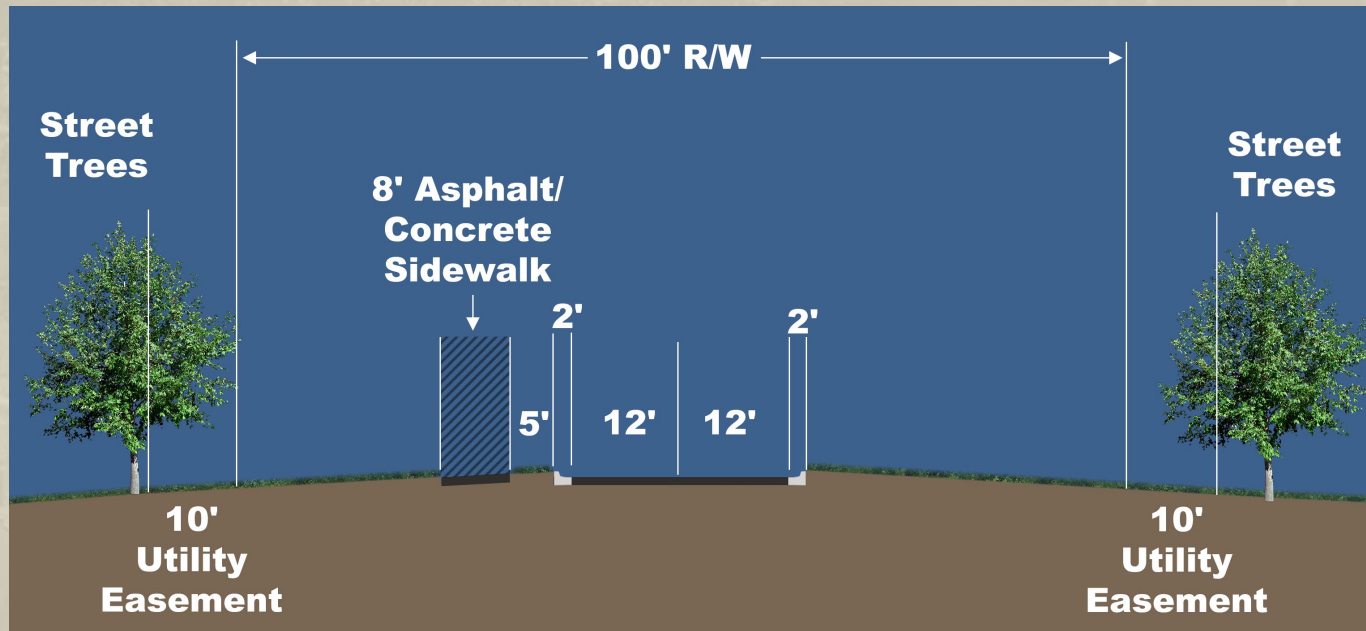
Parks

Transportation



Regional Spine Road

- Constructed from SR100 to John Anderson Highway **before** the 150th home built





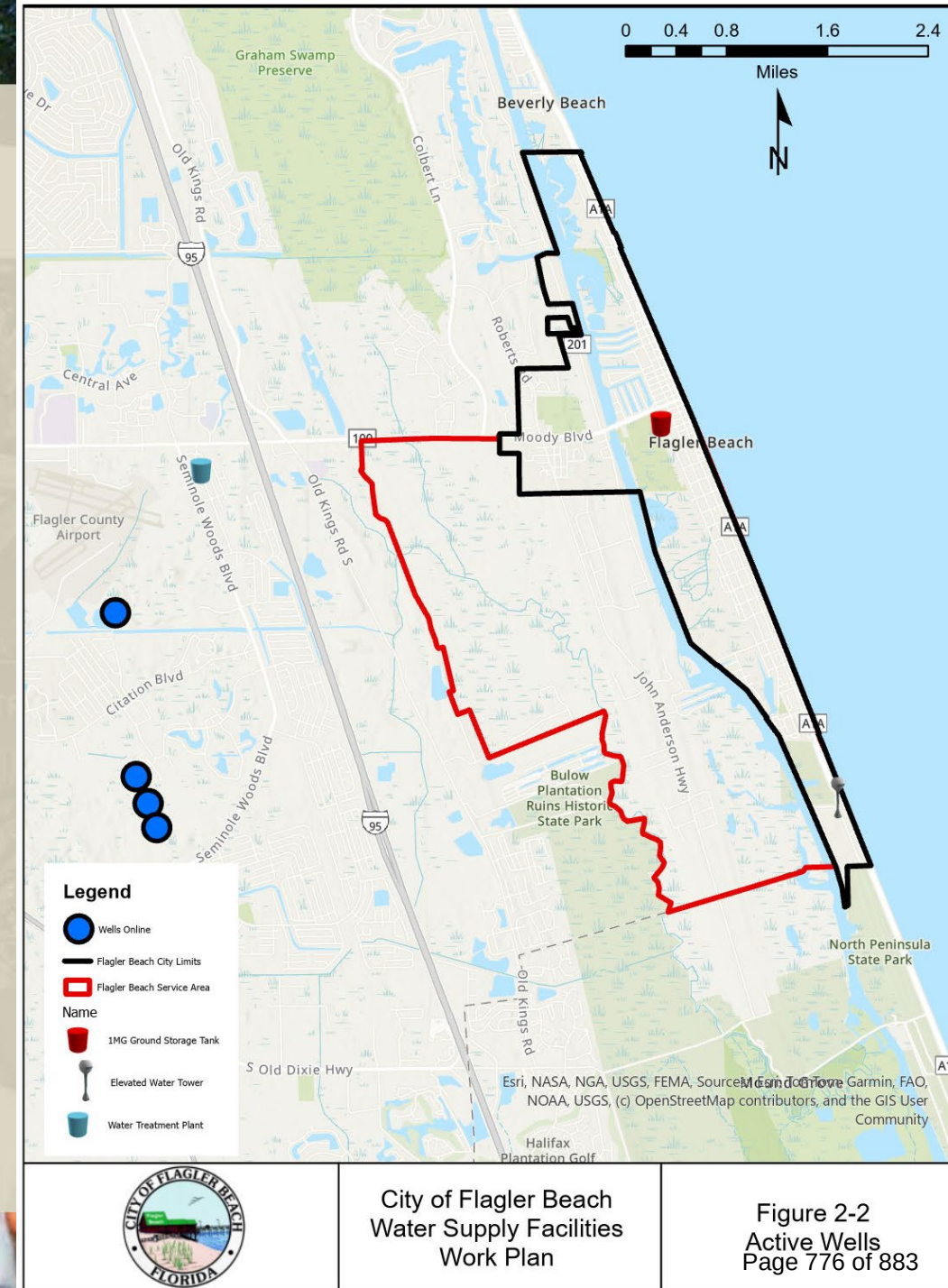
Segment & Intersection Analysis

- Existing & Planned roadway infrastructure will accommodate build out through YR2040
- Developer constructed **Regional Spine Road (estimated \$5MM)** adds significant capacity to network which will allow all roadway segments to operate at adopted LOS
- Access/Intersection improvements will be constructed, and/or mitigated, at engineering plan approval

Utilities: Water & Sewer



- Currently served by the City
- Adequate capacity exists to serve the project at its full build out
- Developer commitment for reuse
- Common area reuse water incentive
- Homebuilders and multifamily developers will pay impact fees in place at time of building permit
- Estimated minimum **\$12.3MM** to be paid in utility impact fees
(Source: Veranda Bay building permit assessments)





City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230
Cell 386-276-1007

Office of the City Engineer

September 3, 2024

Subject: Water and Waste-water capacity

Lupita McClenning:

After reviewing our Consumptive User permit from St. Johns River Water Management District, we have a maximum daily allowance of 0.912 MGD. This has been reduced by 10% since the city has had more than 10% of unaccounted water in 2019. Based on our latest reports from Jim Ramer, we are averaging 0.610 MGD for the month of August. This gives the City of Flagler beach the ability to increase our use approximately 23% before we will be required to apply for a new Consumptive use permit. Keep in mind, this does not take into account any committed flows, already permitted, but not completed yet. **The current water plant has a maximum design capacity of 1.5 MGD.** In order to set our water plant up for future growth, we will need to start acquiring property for new wells and begin discussions with SJRWMD to increase our consumptive use permit. We have acquired well sites #17 and #18, however wells #10 and #11 may be approaching the end of their useful life, therefore the new wells may not provide the city with additional capacity. We will then need to plan for increasing the capacity of our water treatment plant to at least 2.0 MGD. The Waste Water Treatment plant currently has a design capacity of 1.0 MGD. We are currently in design, to replace the existing WWTP. **The new WWTP will increase our design capacity from 1.0 MGD to 1.5 MGD, with the ability to expand it to 2.0 MGD in the future, if needed.** If the city of Flagler Beach intends to grow beyond the 2.0 MGD design capacity, we may need to make sure we have the room for additional expansion at the existing site.

Sincerely,

William Freeman

William H. Freeman, P.E.



City of Flagler Beach

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

November 16, 2023

Ms. Denise Bevan
City Manager, Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Dear Ms. Bevan:

Based upon conversations with several stakeholders, the owner of several properties, in general and commonly referred to as "Veranda Bay," has expressed interest in annexing the subject properties into the Palm Coast city limits. A map depicting the general area is attached for reference but a list of specific Parcel Identification numbers to be considered for annexation will be subsequently appended to this correspondence.

Under the provisions of the Interlocal Agreement (Water and Wastewater Service Area- John Anderson Corridor) between Flagler County and the City of Flagler Beach (May 16, 2016), the City of Flagler Beach is responsible for the installation (or procurement) and provision of utility services to the subject parcels.

For the purpose of providing utility services, the City's Water Treatment Plant **has a production capacity of 2,000,000 gallons per day.** The current permit issued by St. Johns River Water Management District (SJRWMD) allows for an average daily withdrawal of water in the amount of 912,000 gallons per day. The permit is in effect until 2036 when the permit will be reviewed. Daily usage of water in 2022 averaged 616,000 gallons. Current storage capacity of treated water is 1,400,000 gallons. Additional wells and storage are planned to increased capacity.

The City's **Wastewater Treatment Plant has a current capacity of 1,000,000 gallons per day.** A planned expansion of the facility will increase the **capacity to 1,500,000,** with additional capacity designed to further increase **capacity to 2,000,000** gallons per day and incorporate the re-use of wastewater. The most recent three-month average (August, September, October) of daily usage was 798,000 gallons per day.

The above information confirms that the City of Flagler Beach has sufficient existing utility capacity (and the means to develop additional capacity, if necessary) to accommodate the future demand for utility services within the City and for the additional development of "Veranda Bay."

Sincerely,

Dale L. Martin
City Manager

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

Utilities: Water



2.0 MGD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

1.45 MGD

98,020 GPD (Projected Veranda Bay Year 2030 Demand)

426,200 GPD (Projected Summertown Year 2045 Demand)

929,750 GPD (Current City Demand)

Utilities: Wastewater



2.0 MGD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

2.3 MGD

487,600 GPD (Projected Veranda Bay Year 2030 Demand)

490,720 GPD (Projected Summertown Year 2045 Demand)

1,372,848 GPD (Current City Demand)



Fire Protection & Other Public Safety

- Developer previously donated three (3) acre parcel for fire station to Flagler County
- Developer previously donated one (1) acre parcel for mosquito control to Flagler County
- Estimated **\$7.8MM** to be paid in Fire and Police impact fees
(Source: City of Flagler Beach, average home size 2,500 square feet)



Public Schools

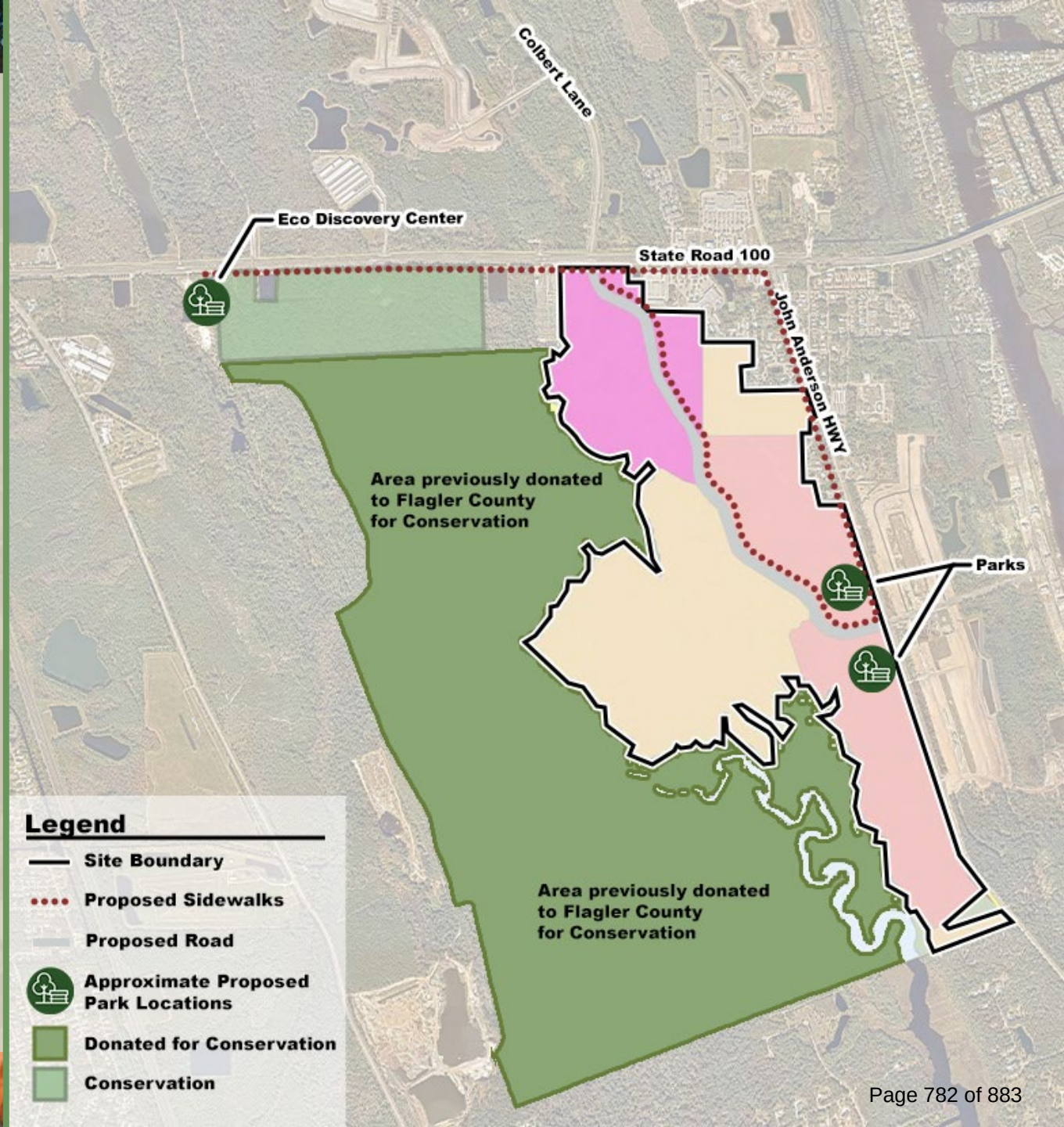
- Developer working with the Flagler County School District for school planning
- Developer will mitigate for any school impacts as required by county regulations
- Estimated **\$8.9MM** to be paid in public school impact fee
(Source: Flagler County)

Parks



Recreation

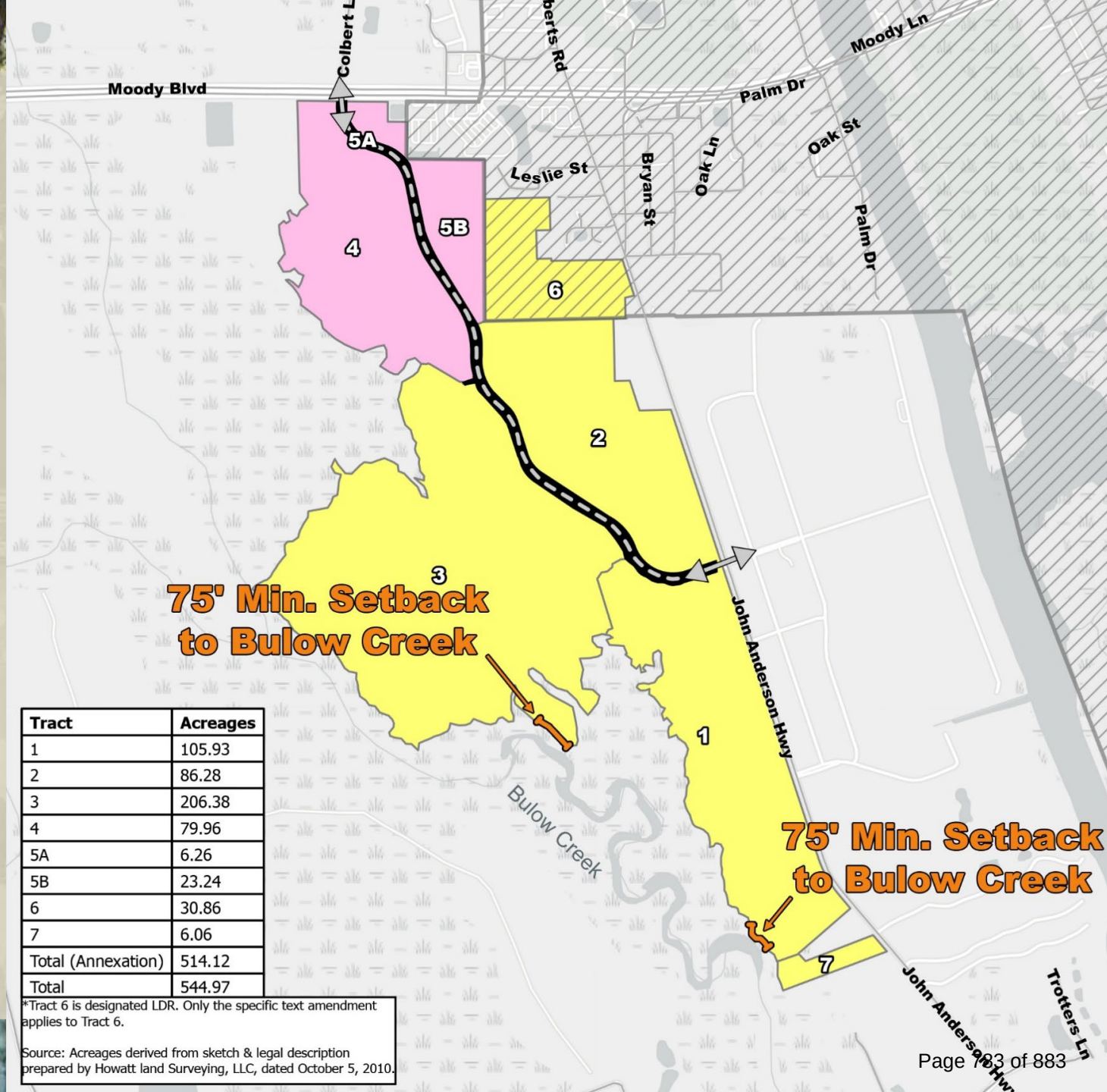
- Prior conveyance of lands, including public boating facility land to Flagler County
- Developer commits to convey two (2)-1 acre park sites with direct access to John Anderson Highway
- Developer commitment to link to Bulow Creek Headwaters Regional Park
- Developer will provide private parks and amenities to serve all 1,640 homes



Environmental

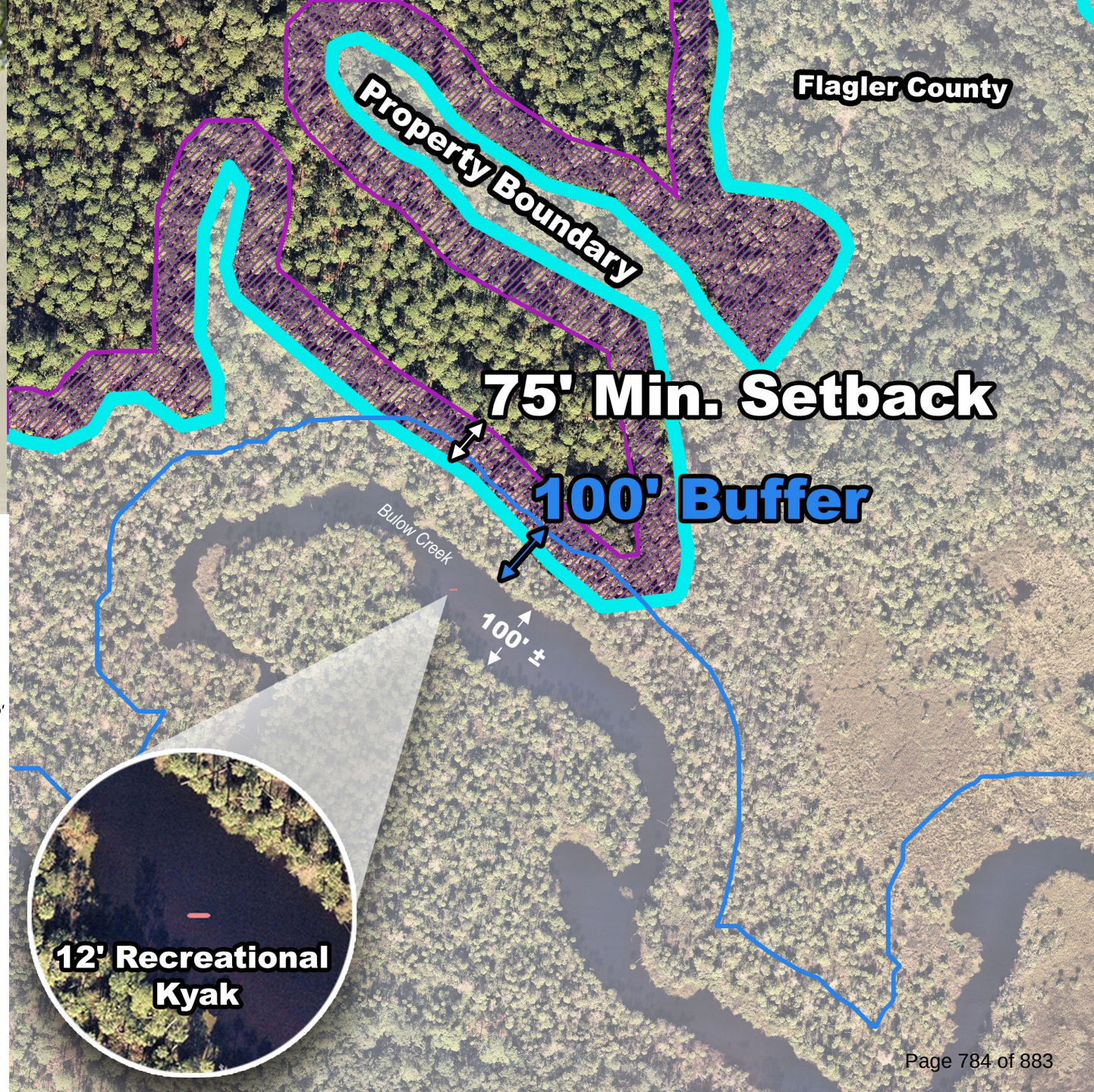
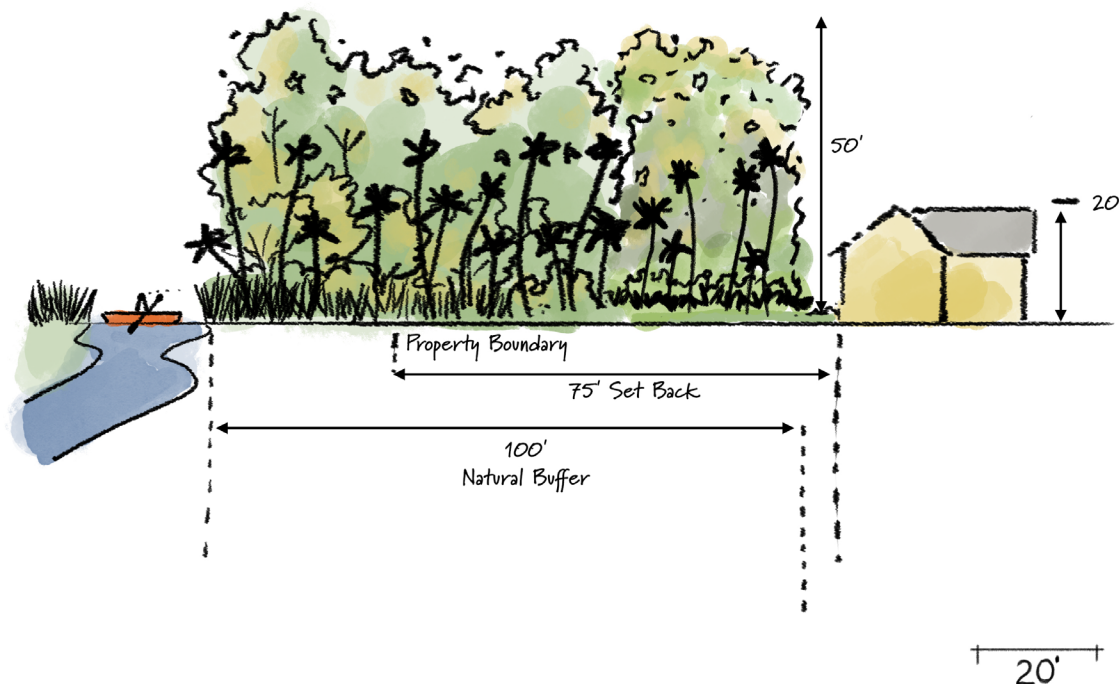
Open Space & Wetland Protection

- Minimum 40% of the Project shall be open space
- Wetland Impact categorized by quality assessment
- Wetland Buffers
 - Natural upland buffer adjacent to wetlands and saltwater marshes
- Bulow Creek setback



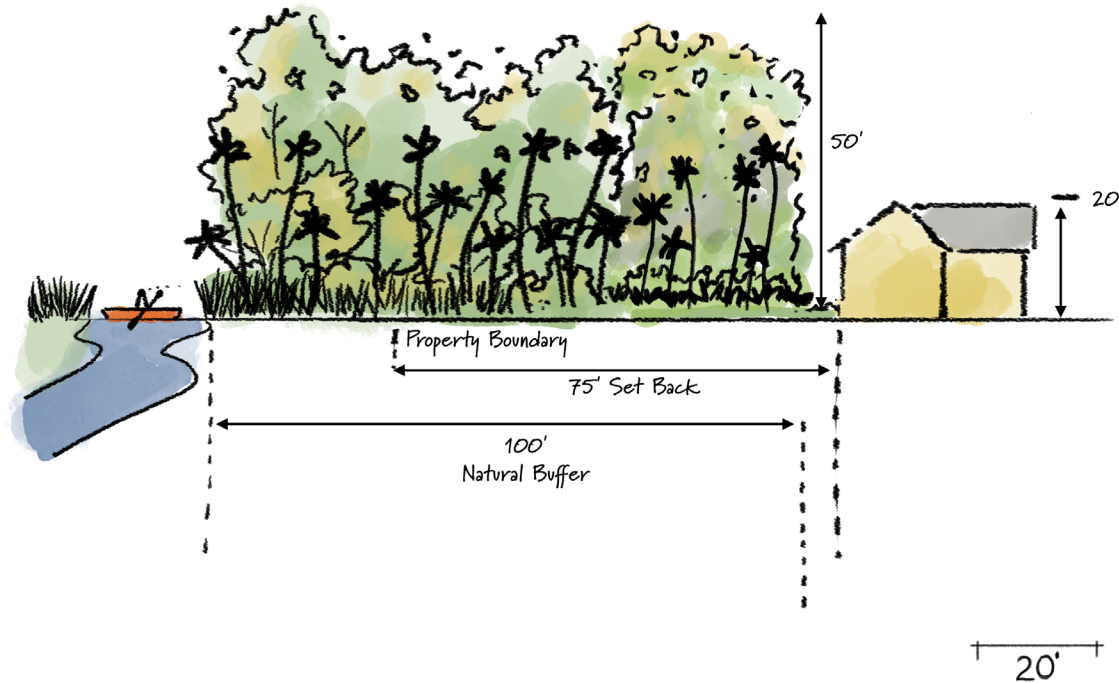
Environmental

Northern Bulow Creek Buffer and Setback



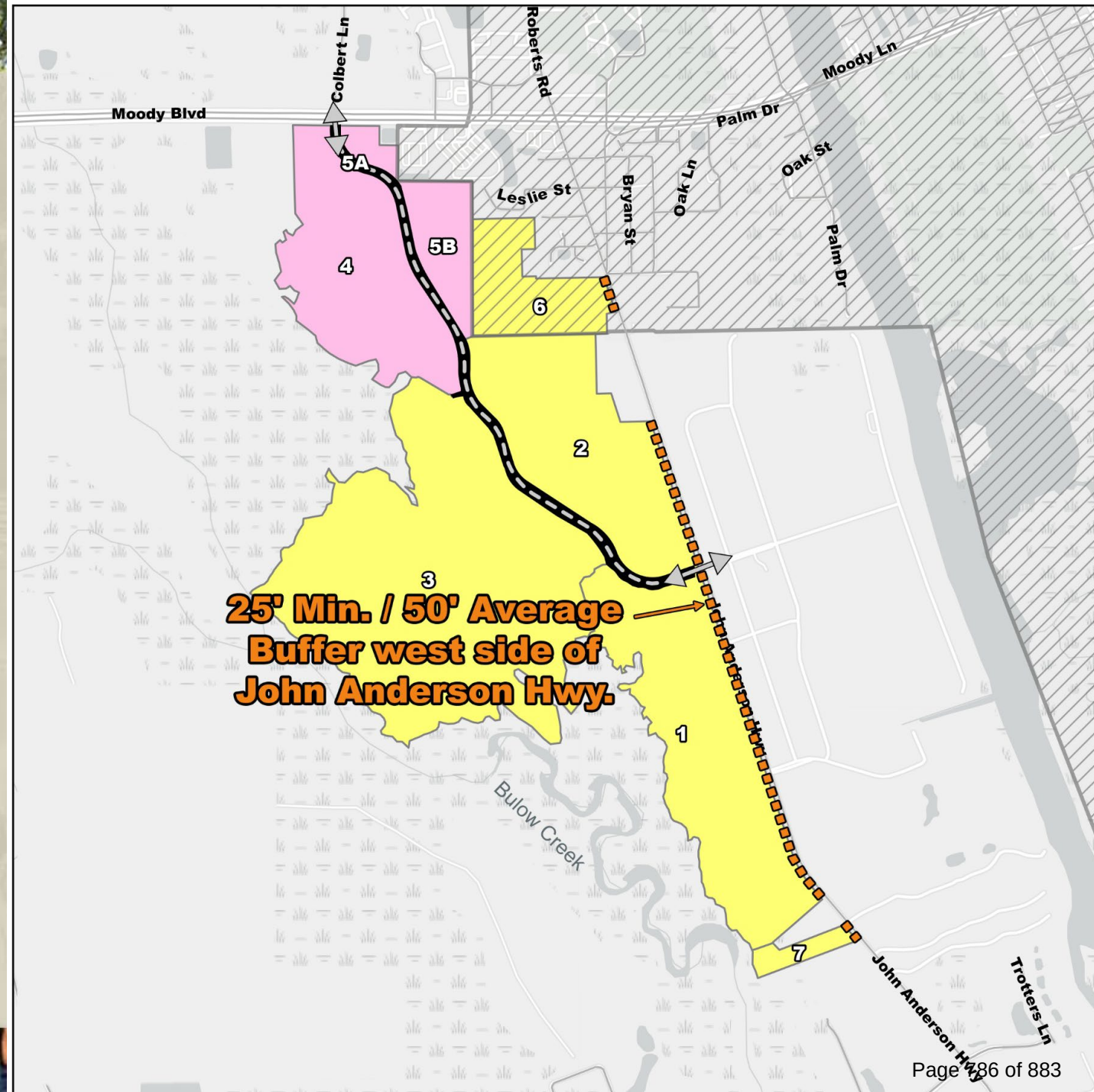
Environmental

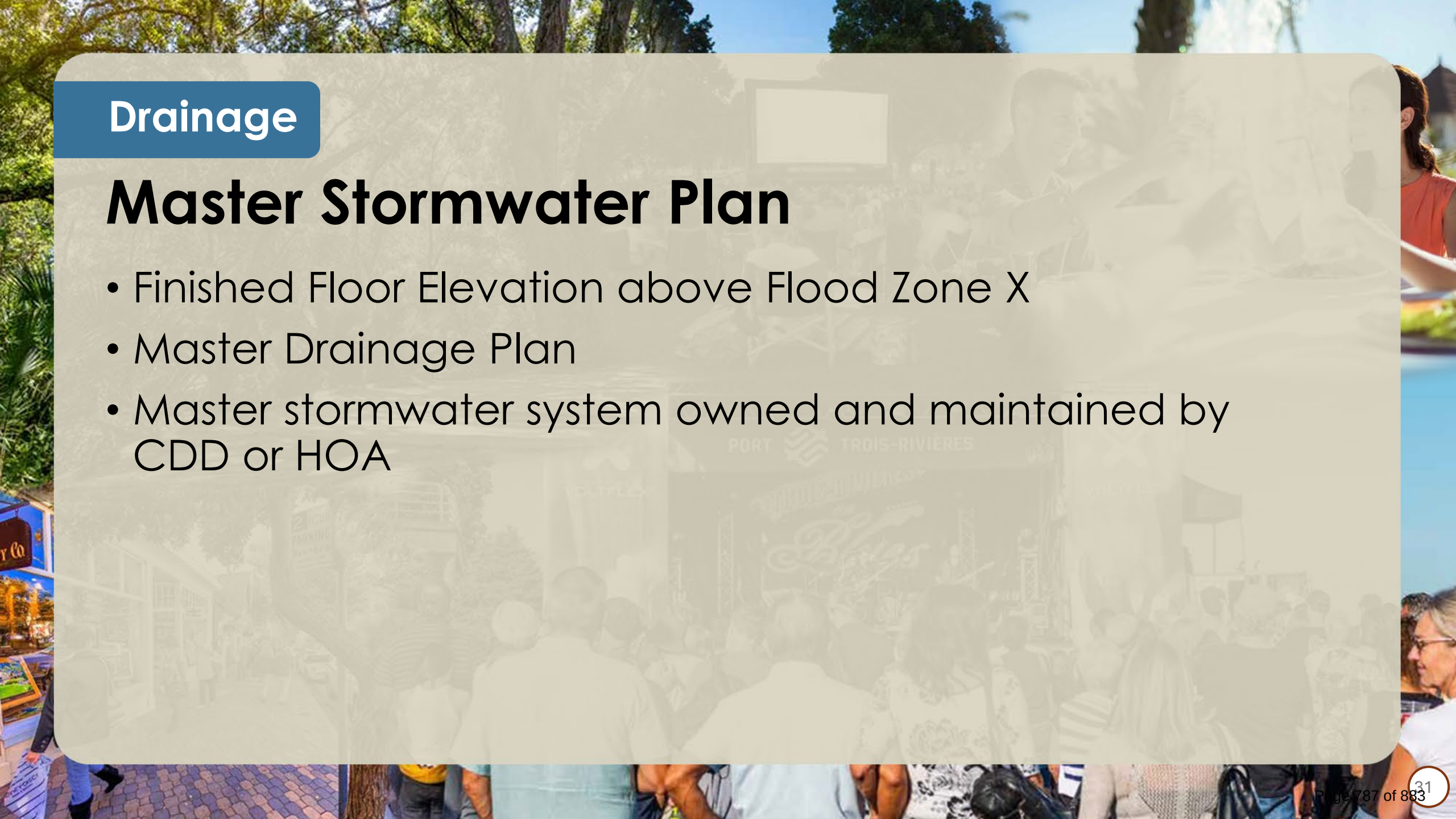
Southern Bulow Creek Buffer and Setback



Environmental

- Average 50 foot buffer along John Anderson Highway
- Stormwater harvesting or reclaimed water for irrigation
- 50% of residential common areas shall be native, drought-tolerant or waterwise vegetation
- Three shade trees per detached lot
- Tree survey for Distinct Trees
 - Mitigation \$25 per diameter inch, up to a maximum of \$4,000 per Distinct Tree





Drainage

Master Stormwater Plan

- Finished Floor Elevation above Flood Zone X
- Master Drainage Plan
- Master stormwater system owned and maintained by CDD or HOA

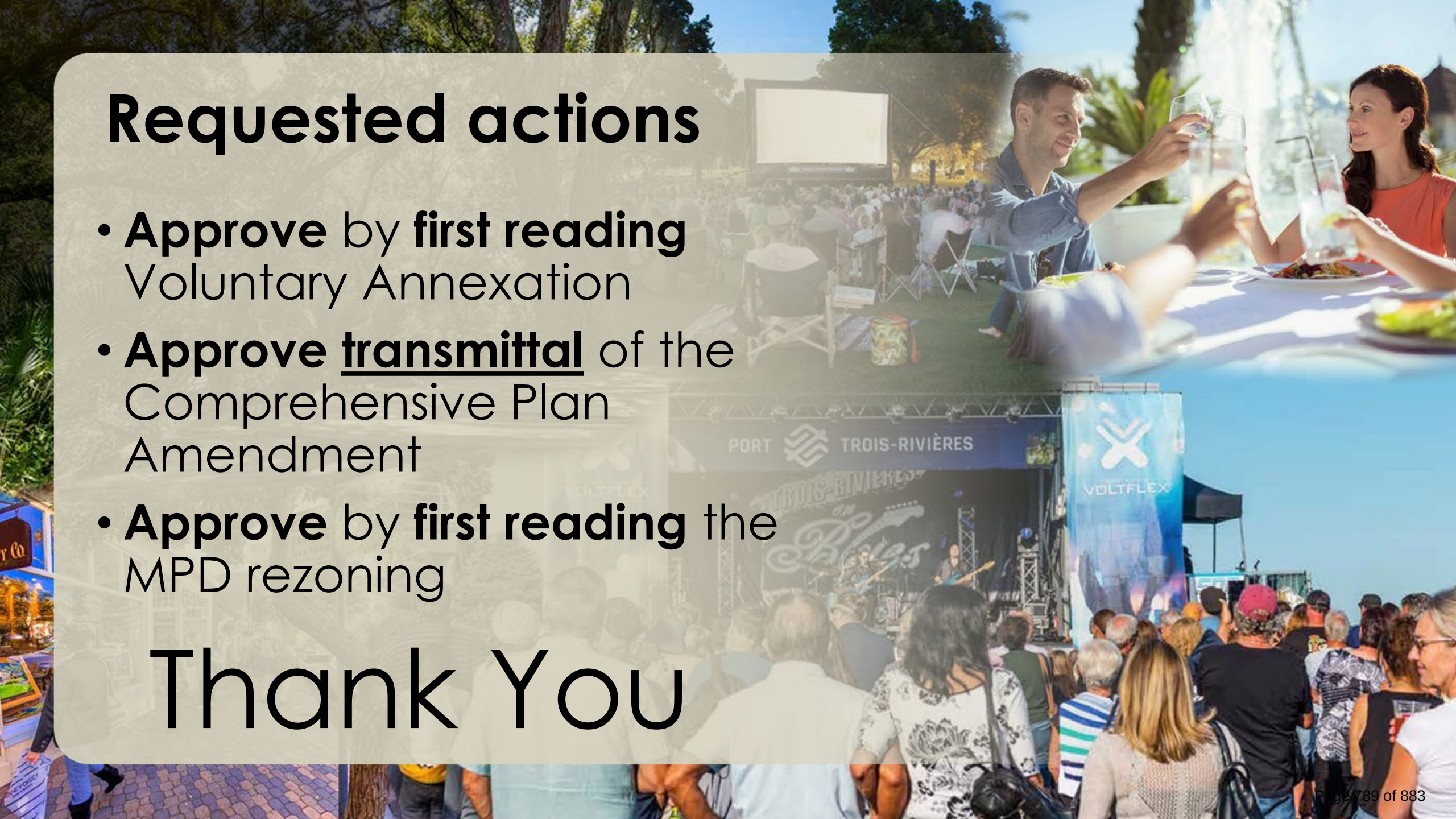
Summary

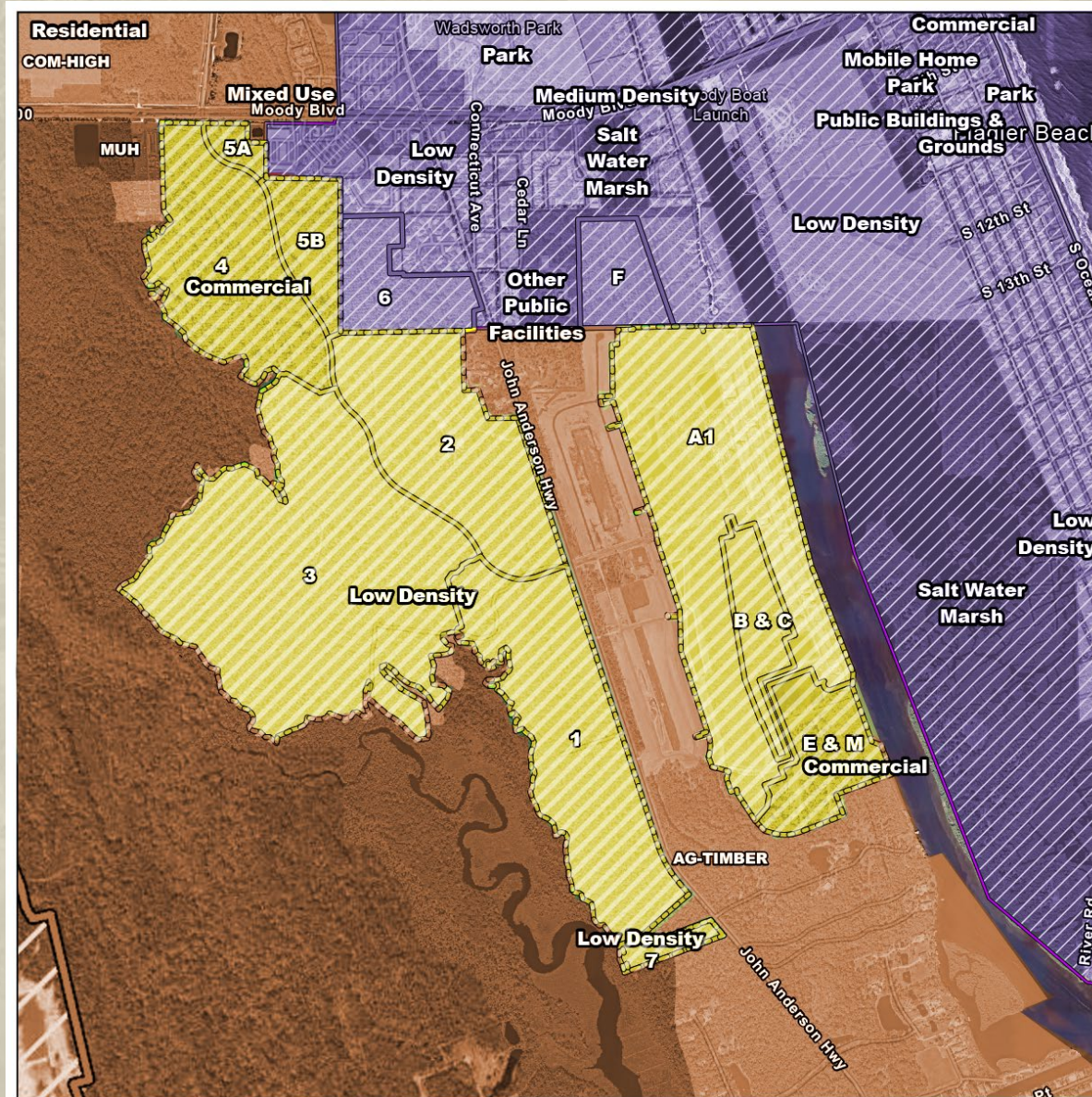
- **Mixed Use Development** program: a maximum of **1,640 homes** and **840,000 square feet of retail** and **250 hotel rooms** to create a destination and increased tax base.
- **Conservation and Recreation** set aside
- Public safety set aside and impact fee payment
- The project is compatible with the surrounding zoning and Comprehensive Plan
- The infrastructure, recreational and community support amenities to serve this project are **in place** or **will be constructed**.
- Staff recommends **approval** of the FLUM amendment and MPD rezoning, finding both applications consistent with the Comprehensive Plan.

Requested actions

- **Approve** by **first reading** Voluntary Annexation
- **Approve transmittal** of the Comprehensive Plan Amendment
- **Approve** by **first reading** the MPD rezoning

Thank You





Serial Number
25-00356F

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 Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the issues of 10/30/2025

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,
30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No.

2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.
1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

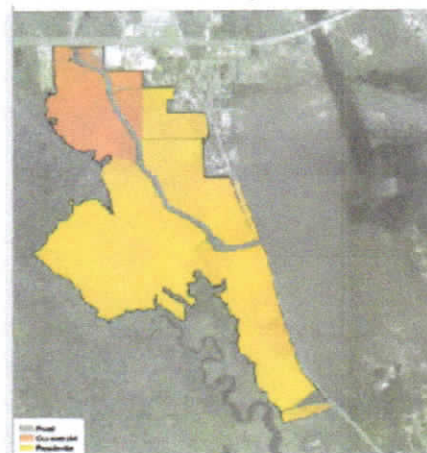
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 P.M. or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



OCT. 30

25-00356F



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Drew Smith, City Attorney
Meeting Date: November 13, 2025
Item Name: Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (First reading).

Background:

The City Commission authorized the City Manager to sign a Letter of Intent on Jul 10, 2025, for the proposed purchase/sale of the City's Ocean Palm Golf Course. The City Commission accepted a proposed Purchase and Sale Agreement on Oct 9, 2025. In accordance with the terms of the Purchase and Sale Agreement, \$40,000 was deposited into an escrow account by the Purchaser on Oct 28, 2025.

To complete the purchase/sale of the Ocean Palms Golf Course requires an Ordinance. This evening is the scheduled First Reading of the proposed Ordinance.

Fiscal Impact:

The proposed purchase/sale price is \$801,333.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-28 (First Reading).

Attachments:

1. 2025-28 Golf Course
2. Signed Agreement FULLY EXECUTED (10-22-2025)
3. Bank of America _ Online Banking _ Transfer Submitted_Redacted

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of real property more particularly described as set forth herein in Attachment “A” (the “Subject Property”); and

WHEREAS, the City and Ocean Palms Golf Club, LLC have negotiated terms for the sale of the Subject Property as set forth in the Purchase and Sale Agreement attached hereto as Attachment “B” (the “Purchase and Sale Agreement”); and

WHEREAS, one of the terms negotiated by the parties is a deed restriction on the use of the Subject Property restricting its use exclusively to use as a golf course open to the public; said deed restriction is set forth in full in the Special Warranty Deed attached to the Purchase and Sale Agreement as Exhibit “B” (the “Deed Restriction”); and

WHEREAS, the parties to the transaction understand and acknowledge that the Deed Restriction shall follow the land and be binding on all heirs, successors, and assigns of Ocean Palms Golf Club, LLC; and

WHEREAS, the parties to the transaction agree and understand that the Deed Restriction is a material condition to the City in agreeing to the sale of the Subject Property and, further, that said restriction shall be referenced and restated in any future development orders related to the Subject Property to ensure that activities on the Subject Property remain consistent with the Deed Restriction; and

WHEREAS, Ocean Palms Golf Club, LLC has also agreed to record a Declaration of Restrictive Covenants and Easements setting forth additional restrictions and requirements related to the use and operation of the Subject Property as well easements granted to the City for maintenance and use of those portions of the Subject Property used for stormwater retention; said Declaration of Restrictive Covenants and Easements is attached to the Purchase and Sale Agreement as Exhibit “C;” and

WHEREAS, the City Commission finds that the sale of the Subject Property upon the negotiated terms serves a valid public purpose and is in the best interest of the City of Flagler Beach; and

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Special Warranty Deed attached hereto as Exhibit “C” is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby

authorized to execute same and take other such actions as necessary to close on the sale of the Subject Property.

SECTION 2. The City is authorized to take all steps necessary to ensure the continued application of the Deed Restriction to the Subject Property, including referencing such Deed Restriction in any future approvals or authorizations related to the restoration of a golf course on the Subject Property.

SECTION 3. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of October, 2025 (the "Effective Date"), by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation ("Seller" or "City"), and **OCEAN PALMS GOLF CLUB, LLC**, a Florida limited liability company ("Buyer" or "OPGC").

RECITALS

A. Seller is the owner of that certain real property located at 3600 S. Central Ave., Flagler Beach, Florida 32136, comprising approximately 36.88 acres, identified by Flagler County Tax Parcel ID Numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010, and more particularly described in the attached **EXHIBIT A** (the "Land").

B. The Land, together with all existing buildings, improvements, fixtures, equipment, liquor licenses, water rights, mineral rights, and other appurtenant rights and assets located thereon (collectively, the "Property"), is commonly known as the Ocean Palms Golf Course.

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, all upon the terms and conditions set forth in this Agreement, which are based upon that certain Letter of Intent executed between the parties dated July 10, 2025 (the "LOI").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property, subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE AND DEPOSIT.

- a. Purchase Price. The total purchase price for the Property shall be **Eight Hundred One Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$801,333.00)** (the "Purchase Price").

b. Earnest Money Deposit.

- i. Within five (5) business days after the Effective Date, Buyer shall deposit the sum of **Forty Thousand and 00/100 Dollars (\$40,000.00)** (the "Initial Deposit") with **Coast Title Insurance Agency, Inc.** ("Escrow Agent"). The Initial Deposit and any Extension Deposits (as defined below) are collectively referred to as the "Deposit".
- ii. The Deposit shall be non-refundable to Buyer except in the event of Seller's default or the failure of a Contingency as expressly provided herein. The Deposit shall be applied as a credit against the Purchase Price at Closing.

3. CONTINGENCIES.

a. City's obligation to sell the Property is contingent upon the consideration and approval by the City Commission of an ordinance, in accordance with Section 2.10 of the City Charter, authorizing the conveyance of the land. If the City does not adopt such ordinance within sixty (60) days of the Effective Date, this Agreement shall be terminated and the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

b. Buyer's obligation to purchase the Property is contingent upon the satisfaction or written waiver by Buyer of the following conditions (the "Contingencies") within ninety (90) days from the adoption of the ordinance authorizing conveyance contemplated above (the "Contingency Period"):

i. Title and Survey Review. Buyer's review and approval, in its sole discretion, of a title insurance commitment and a survey of the Property, showing that Seller can deliver good, marketable, and insurable title subject only to Permitted Exceptions (as defined in Section 4).

ii. Feasibility and Inspections. Buyer's satisfactory completion of all feasibility studies, environmental assessments (including Phase I and Phase II Environmental Site Assessments), soil tests, engineering studies, and physical inspections of the Property as Buyer deems necessary.

iii. Financing. Buyer securing financing for the acquisition and redevelopment of the Property on terms and conditions acceptable to Buyer in its sole discretion.

- c. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for up to three (3) additional, consecutive thirty (30) day periods by providing written notice to Seller and depositing an additional **One Thousand and 00/100 Dollars (\$1,000.00)** for each such extension (each, an "Extension Deposit") with the Escrow Agent prior to the expiration of the then-current Contingency Period.
- d. Termination. If Buyer is not satisfied with the results of its due diligence for any reason, or if any Contingency is not satisfied or waived before the expiration of the Contingency Period (as it may be extended), Buyer may terminate this Agreement by providing written notice to Seller and Escrow Agent. Upon such termination, the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

4. TITLE AND SURVEY.

- a. Title Commitment. Within fifteen (15) days of the Effective Date, Buyer shall order a title insurance commitment (the "Title Commitment") for an owner's policy of title insurance, issued by a title company of Buyer's choice, together with legible copies of all recorded documents creating exceptions to title.
- b. Survey. Buyer may, at its expense, obtain an ALTA/NSPS Land Title Survey of the Property (the "Survey").
- c. Title Review and Cure. Buyer shall have until the end of the Contingency Period to review the Title Commitment and Survey and to notify Seller in writing of any objections. Any matters not objected to shall be deemed "Permitted Exceptions." Seller shall have thirty (30) days after receipt of Buyer's objections to cure them. If Seller is unable or unwilling to cure the objections, Buyer may either (i) terminate this Agreement, in which case the Deposit shall be returned to Buyer, or (ii) waive the objections and proceed to

Closing.

5. PROPERTY USE AND RESTRICTIONS.

- a. Deed Restriction. The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf and recreational uses as further described in the site plans attached to the LOI (the "Deed Restriction"). The Deed Restriction shall be terminable only by the unanimous consent of the City Commission of the City of Flagler Beach. The form of the deed and Deed Restriction is attached hereto as **EXHIBIT B**.
- b. Declaration of Restrictive Covenants and Easements. The Property shall be subject to a Declaration of Restrictive Covenants and Easements (the "Declaration"), the form of which is attached hereto as **EXHIBIT C**. The Declaration shall, among other things, (i) establish certain development and operational benchmarks to be met by Buyer, and (ii) grant perpetual drainage easements to the City over the Property consistent with St. Johns River Water Management District Permit #81813-6 and to preserve existing drainage patterns.

6. CLOSING.

- a. Closing Date. The closing of this transaction (the "Closing") shall occur within thirty (30) days following the satisfaction or waiver of all Contingencies.
- b. Seller's Deliveries. At Closing, Seller shall deliver to Buyer:
 - i. A Special Warranty Deed, in the form of **EXHIBIT B**, executed and acknowledged by Seller.
 - ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Seller.
 - iii. A standard owner's and non-foreign seller's affidavit.
 - iv. A bill of sale for all personal property included in the sale.

- v. Such other documents as may be reasonably required to consummate the transaction.

c. Buyer's Deliveries. At Closing, Buyer shall deliver:

- i. The balance of the Purchase Price, subject to prorations and adjustments.
- ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Buyer.
- iii. Such other documents as may be reasonably required to consummate the transaction.

d. Closing Costs and Prorations.

- i. Seller shall pay for documentary stamp taxes on the deed.
- ii. Buyer shall pay the cost of the title insurance policy and the cost of recording the deed and Declaration.
- iii. Real estate taxes, assessments, and utilities shall be prorated as of the date of Closing.
- iv. Each party shall pay its own attorneys' fees.

7. REPRESENTATIONS AND WARRANTIES.

- a. Seller's Representations. Seller represents and warrants that it has the full right, power, and authority to enter into this Agreement and to sell the Property, and that there are no pending or threatened actions, suits, or proceedings affecting the Property.
- b. Buyer's Representations. Buyer represents and warrants that it is a duly organized limited liability company in good standing in the State of Florida and has the full right, power, and authority to enter into this Agreement.

8. DEFAULT.

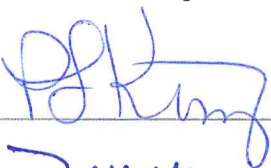
- a. Seller's Default. If Seller defaults, Buyer may, as its sole remedies, either (i) terminate this Agreement and receive a full refund of the Deposit, or (ii) seek specific performance of this Agreement.
- b. Buyer's Default. If Buyer defaults, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as full liquidated damages.

9. MISCELLANEOUS.

- a. Assignment. This Agreement and all of the rights and obligations of the parties hereunder may not be assigned, delegated, transferred, or otherwise encumbered by either the Seller or the Buyer, in whole or in part, without the prior written consent of the other party. Such consent may be withheld in the sole discretion of the non-consenting party for any reason, and the withholding of consent shall not be deemed a breach of this Agreement. Any attempted assignment without the required written consent shall be null and void and shall constitute a material breach, giving the non-consenting party the right to terminate this Agreement and pursue any other remedies available at law or in equity.
- b. Notices. All notices shall be in writing and sent by certified mail, reputable overnight courier, or email to the addresses set forth in the LOI.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action shall be in Flagler County, Florida.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, including the LOI (which shall have no further force or effect, except as a reference for the parties' intent).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:
CITY OF FLAGLER BEACH
A Florida municipal corporation

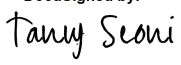
By: 

Name: Patti King

Title: Mayor

Date: 10/21/2025

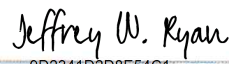
BUYER:
OCEAN PALMS GOLF CLUB, LLC

DocuSigned by:
By: 

Name: Tanuj Seoni

Title: Manager

Date: 10/22/2025

DocuSigned by:
By: 

Name: Jeffrey W. Ryan

Title: Manager

Date: 10/22/2025



EXHIBIT A

Legal Description of the Property

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS

WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN
EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT B
Form of Special Warranty Deed with Deed Restrictions

Prepared By/Return To:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

Property Appraiser's Parcel Identification Numbers:
29-12-32-0000-01010-0000
29-12-32-0000-01010-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2025 by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, whose post office address is P.O. Box 70, Flagler Beach, FL 32136 ("Grantor") and **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company, whose post office address is 12 Bishop Lane, Palm Coast, FL 32137 ("Grantee").

(Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollar (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" ("Property")

SUBJECT TO the following deed restriction: Grantee acknowledges that Grantor is conveying the Property to Grantee for use exclusively as a golf course open to the general public. The parties acknowledge and agree that Grantee may also operate on the Property as a golf clubhouse, a clubhouse restaurant, related golf recreational uses and event, and uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Golf Ancillary Uses"). The Property shall not be used for any other purpose not contemplated herein. If at any time the Property shall cease to be used as a golf course open to the general public or if at any time the Property shall be used in a manner inconsistent with the allowed Golf Ancillary Uses, title to the Property shall revert to the Grantor and the Grantor shall have the right to take all lawful steps to re-enter and repossess the Property. The foregoing restriction can be amended or terminated only by the unanimous consent of the City Commission of the City of Flagler Beach and the consent of the Grantee.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

City of Flagler Beach

A Florida Municipal Corporation

Print Name: _____

By: _____

Address: _____

Print Name: _____

Title: _____

105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by _____, the _____ of the City of Flagler Beach, a Florida Municipal Corporation, on behalf of the City, who __ is personally known or __ has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT C
Form of Declaration of Restrictive Covenants and Easements

(On Following Pages)

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration of Restrictive Covenants and Easements (this "Declaration") is made as of this _____ day of _____, 2025, by **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company ("Declarant"), in favor of the **CITY OF FLAGLER BEACH**, a Florida municipal corporation (the "City").

RECITALS

- A. Declarant is the owner of that certain real property located in Flagler County, Florida, more particularly described in **EXHIBIT A** attached hereto (the "Property").
- B. Declarant acquired the Property from the City with the express understanding and agreement that the Property would be redeveloped and operated as a golf course and clubhouse facility for the benefit of the community.
- C. A condition of the City's sale of the Property was that Declarant would be legally bound to complete certain redevelopment work within a specified timeframe.
- D. Furthermore, a condition of the sale was that the City would be granted perpetual easements over the Property to ensure the continued function of historical and permitted drainage systems.
- E. This Declaration is created to impose upon the Property mutually beneficial restrictions, covenants, and easements under a general plan of improvement for the benefit of the City and to ensure the timely redevelopment and proper use of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, and covenants, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the City.

ARTICLE 1
REDEVELOPMENT COVENANTS

- 1. Redevelopment Obligation.** Declarant shall, at its sole cost and expense, undertake and complete the redevelopment and improvement of the Property in substantial accordance with the conceptual plans attached hereto as **EXHIBIT B** (the “Conceptual Plans”). The work to be performed is generally described as the renovation of the golf course, the construction of a new clubhouse, and the commencement of full operations (collectively, the “Redevelopment Work”).
- 2. Redevelopment Benchmarks and Deadlines.** Declarant shall complete the Redevelopment Work in accordance with the following benchmarks and deadlines:
 - a. **Benchmark 1: Golf Course Renovation.** Declarant shall complete the renovation of the golf course, including earthwork, regrading, and installation of new turf grass (*Seashore Paspalum*) to achieve establishment sufficient for play. Declarant anticipates that establishment of the grass so it is ready for play will require at least two (2) full growing seasons. The growing season for turf grass is April through October. If the turf grass is not established and ready for play after the first growing season then Declarant shall provide written notice to the City of the need for an additional growing season. Declarant shall work to complete Benchmark 1 within one (1) year from the start of the first growing season (“Commencement Date”); provided however, Declarant is hereby granted an option to extend this deadline for one (1) additional year. Said option shall be exercised by Declarant providing the City with written notice on or before March 1, 2027, whereupon the deadline for completion shall be automatically extended. If the deadline for Benchmark 1 is extended, as provided herein, then the deadline shall be two (2) years from the Commencement Date. This benchmark shall be deemed complete when the golf course is fully established and ready for play.
 - b. **Benchmark 2: Clubhouse Construction.** Declarant shall diligently pursue all permits, approvals, and inspections necessary for construction of the new clubhouse facility in accordance with the Conceptual Plans, and shall complete construction within two (2) years from the Commencement Date. Benchmark 2 shall not be deemed complete until the clubhouse has received all final approvals, licenses, and a use and occupancy permit sufficient for

Declarant to lawfully commence operations. The deadline for Benchmark 2 shall be extended as reasonably necessary for delays outside Declarant's control, including, without limitation, weather conditions, supply chain interruptions, or delays in governmental permitting, licensing, or approvals.

- c. **Benchmark 3: Commencement of Full Operations.** Declarant shall complete all necessary staffing, marketing, and preparation for operations and shall commence public operations of both the renovated golf course and clubhouse with two (2) years of the Commencement Date, provided that Benchmark 2 has been satisfied with all final approvals and licenses that allow lawful occupancy and operation. The deadline for Benchmark 3 shall likewise be subject to extension for delays outside Declarant's control, as described above for Benchmark 2.
- 3. Diligent Prosecution.** Declarant shall continuously and diligently prosecute the Redevelopment Work to completion in a good and workmanlike manner and in accordance with all applicable laws and regulations.

ARTICLE 2

MAINTENANCE OBLIGATIONS

- 1. General Maintenance Standard.** Declarant, its successors and assigns, shall at all times maintain the Property, including the golf course, clubhouse, and all other improvements, in a high-quality, clean, safe, and well-maintained condition consistent with the standards of golf facilities in the region.
- 2. Golf Course Maintenance.** The maintenance of the golf course shall include, but not be limited to:
- a. Maintaining greens, fairways, and tee boxes in a healthy and playable condition, properly mowed, and irrigated.
 - b. Maintaining all landscaping, trees, and water features in an attractive and healthy condition.
 - c. Ensuring all cart paths are maintained in a good and safe state of repair.
- 3. Clubhouse and Improvements Maintenance.** Declarant shall keep the clubhouse and all other buildings and improvements on the Property in good order and repair, including all structural components, exterior surfaces, roofing, windows, and mechanical systems (HVAC, plumbing, electrical). The interior of the clubhouse shall be kept clean and suitable

for its intended use.

ARTICLE 3 DRAINAGE EASEMENTS

- 1. Grant of Easement.** Declarant hereby grants to the City a perpetual, non-exclusive easement (the "Drainage Easement") over, under, and across the portions of the Property as may be reasonably necessary for the purposes described herein.
- 2. Purpose of Easement.** The Drainage Easement is granted for the purposes of:
 - a. Preserving and maintaining historical and existing drainage patterns that benefit the City and surrounding properties.
 - b. Operating, inspecting, maintaining, repairing, replacing, and improving the stormwater management system and drainage facilities on the Property, consistent with St. Johns River Water Management District Permit #81813-6 (the "Permit").
- 3. City's Rights.** The City shall have the right, but not the obligation, to enter upon the Drainage Easement areas at reasonable times and with reasonable notice (except in emergencies) to exercise its rights under this Article. The City's rights shall include the removal of blockages, repair of infrastructure, and any other actions necessary to ensure the proper functioning of the drainage system. The City shall restore any portion of the Property disturbed by its activities to the condition that existed prior to such disturbance.

ARTICLE 4 DEED RESTRICTION

- 1. Acknowledgment of Deed Restriction.** Declarant acknowledges that the conveyance of the Property from the City to Declarant is subject to that certain Deed Restriction contained in the Warranty Deed recorded simultaneously herewith (the "Deed Restriction"). The Deed Restriction limits the use of the Property to a golf course, golf clubhouse, a clubhouse restaurant, related golf recreational uses and events and for uses and events consistent with uses common for a golf course and clubhouse in the State of Florida, and if violated grants the City the right to re-enter and repossess the Property.
- 2. Interpretation.** The parties agree that the Deed Restriction shall be liberally construed to promote and maximize the financial success and

operational feasibility of the golf course and clubhouse. The limitations contained within the Deed Restriction shall not be interpreted to prohibit activities and events customarily held at golf course and country club facilities in the State of Florida. Such permitted activities include, without limitation, corporate and community events, weddings, receptions, and other private celebrations held within the clubhouse or on the surrounding grounds. Furthermore, the Deed Restriction shall not prohibit entertainment events within the clubhouse, including, without limitation, the performance of live music.

ARTICLE 5

RIGHT OF FIRST REFUSAL

1. **Grant of Right.** In the event that Declarant (or any successor or assignee of Declarant) receives a bona-fide written offer ("Offer") from a third party purchaser to purchase all or any portion of the Property (or any interest therein), Declarant shall promptly give the City written notice of such Offer ("ROFR Notice"). The ROFR Notice shall include (i) a copy of the Offer, (ii) the identity of the prospective purchaser, (iii) the purchase price and any material terms, and (iv) any deadline by which the Offer must be accepted.
2. **City's Election Period.** The City shall have ninety (90) calendar days from receipt of the ROFR Notice ("Election Period") to elect, in writing, either (i) to exercise its right of first refusal and purchase the Property on the same terms and conditions set forth in the Offer, or (ii) to waive such right. Failure to provide written notice within the Election Period shall be deemed to waive the right with respect to that particular Offer.
3. **Consideration by City Commission.** Upon receipt of a ROFR Notice from Declarant, the City shall take immediate action to schedule consideration of the right of first refusal at the first available regular City Commission meeting, in accordance with the City's normal procedures for scheduling ordinances for consideration. The City shall use reasonable efforts to ensure that the matter is placed on the agenda for the earliest possible meeting, and shall notify Declarant of the scheduled date promptly. The City's election to exercise or waive its right of first refusal shall be made in accordance with the procedures and within the time period set forth herein.
4. **Exercise of Right.** If the City elects to exercise the ROFR, the parties shall, within ten (10) business days of the City's election, execute a purchase and sale agreement consistent with the terms of the original Offer. All

closing conditions applicable to the original Offer shall apply to the City's purchase, except that the City shall be entitled to rely on its own due-diligence investigations.

5. **Effect of Waiver or Non-Exercise.** If the City waives the ROFR or fails to respond within the Election Period, Declarant may proceed with the third-party transaction on the same terms set forth in the Offer, provided that no material changes to those terms occurs. Should any material change arise, the City's ROFR right shall revive as if a new Offer had been received.

ARTICLE 6

ENFORCEMENT, NOTICE, AND CURE

1. **Default.** A failure by Declarant to meet any of the benchmark deadlines set forth in Article 1, Section 1, subject to the notice and cure provisions herein, shall constitute a default under this Declaration.
2. **Notice and Opportunity to Cure.** If the City determines that a default has occurred, it shall provide written notice to Declarant specifying the nature of the failure. Declarant shall have **ninety (90) days** from the receipt of such notice (the "Cure Period") to cure the failure or, if the cure cannot reasonably be completed within ninety (90) days, to commence the cure and thereafter diligently and continuously prosecute it to completion.
3. **Force Majeure.** The deadlines set forth herein shall be extended for periods of delay caused by strikes, natural disasters, pandemics, governmental moratoria, war, or other events beyond the reasonable control of Declarant ("Force Majeure"). Declarant shall provide the City with prompt written notice of any such Force Majeure event.
4. **City's Remedies.** Upon the occurrence of a default that is not cured within the Cure Period, the City shall be entitled to all remedies available at law or in equity, including, but not limited to:
 - a. An action for specific performance to compel Declarant to complete the Redevelopment Work.
 - b. Injunctive relief to prevent further violations of this Declaration.
 - c. The right to enter the Property to perform the required work and to place a lien on the Property for the costs thereof.

ARTICLE 7

GENERAL PROVISIONS

1. **Covenants Running with the Land.** The covenants, restrictions, and easements in this Declaration shall run with the land and shall be

binding upon the Declarant and its successors and assigns for a period of thirty (30) years, after which they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the City agrees to terminate them.

2. Governing Law. This Declaration shall be governed by the laws of the State of Florida.

3. Notices.

a. **Method of Delivery.** All notices, demands, consents, approvals, or other communications required or permitted under this Declaration (collectively, "Notices") shall be given in writing by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) a reputable courier service, or (iv) electronic mail ("email").

b. **Effectiveness of Delivery.**

i. **Personal Delivery.** A notice delivered personally shall be deemed effective on the date it is actually delivered to the recipient.

ii. **Certified Mail or Courier.** A notice sent by certified mail or a reputable overnight courier shall be deemed effective on the date the notice is delivered to the addressee or, if the addressee refuses to accept it, on the date of refusal (as evidenced by the carrier's receipt or refusal notice).

iii. **Email.** A notice transmitted by email shall be deemed effective on the date the email is sent, provided that a hard-copy version of the same notice is simultaneously mailed (personal delivery, certified mail, or courier) in accordance with sub-paragraph (a).

c. **Addresses for Service.** Unless otherwise agreed in writing, the addresses for service are:

For the City: City of Flagler Beach
 C/O City Manager
 105 South 2nd Street | P.O. Box 70
 Flagler Beach, FL 32136
 dmartin@cityofflaglerbeach.com

For the Declarant: Ocean Palms Golf Club, LLC
 C/O Manager
 12 Bishop Lane
 Palm Coast, FL 32137
 tj@meadowscenter.com

- d. **Change of Address.** Either party may change its address for service by delivering a written notice of such change in accordance with this Article 7, Section 3. Until the change is effectively communicated, notices shall be deemed properly served at the last known address. Notwithstanding the foregoing, any email sent to the email address of the current City Manager of the City at the time of the notice shall be sufficient for the purposes of notice by email as provided in this Article 7, Section 3.
4. **Attorneys' Fees.** In the event of any litigation arising out of or to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at trial and all appellate levels.

(Signatures On Following Pages)

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WITNESSES

DECLARANT:

OCEAN PALMS GOLF CLUB LLC

A Florida limited liability company

Print Name: _____

Address: _____

By: _____

Name: Tanuj Seoni

Title: Manager

By: _____

Name: Jeffrey W. Ryan

Title: Manager

Print Name: _____

Address: _____

12 Bishop Lane

Palm Coast, FL 32164

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Tanuj Seoni, Manager of Ocean Palms Golf Club LLC, on behalf of Ocean Palms Golf Club LLC. He is __ personally known to me or __ has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Jeffrey W. Ryan, Manager of Ocean Palms Golf Club LLC, on behalf of Ocean Palms Golf Club LLC. He is __ personally known to me or __ has produced _____ as identification.

NOTARY PUBLIC

JOINDER BY CITY

The undersigned, CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), hereby joins in this Declaration for the limited purpose of acknowledging and agreeing to its rights and obligations with respect to the Drainage Easements as set forth in Article 2, the terms governing the interpretation of the Deed Restriction as set forth in Article 4, and the right of first refusal granted to the City as set forth in Article 5. The City's execution of this Joinder does not impose upon the City any of the obligations of the Declarant hereunder.

CITY OF FLAGLER BEACH

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

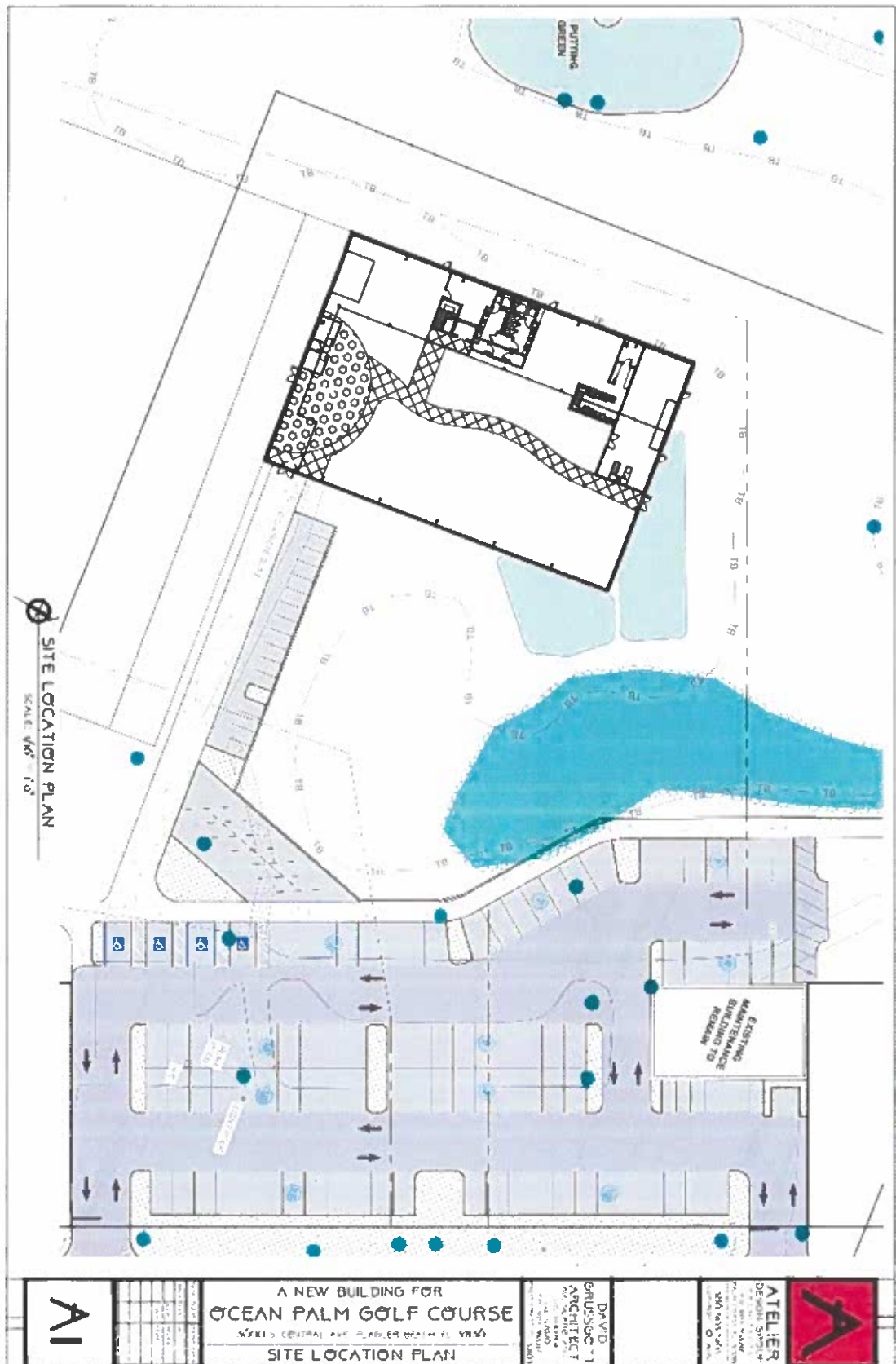
A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

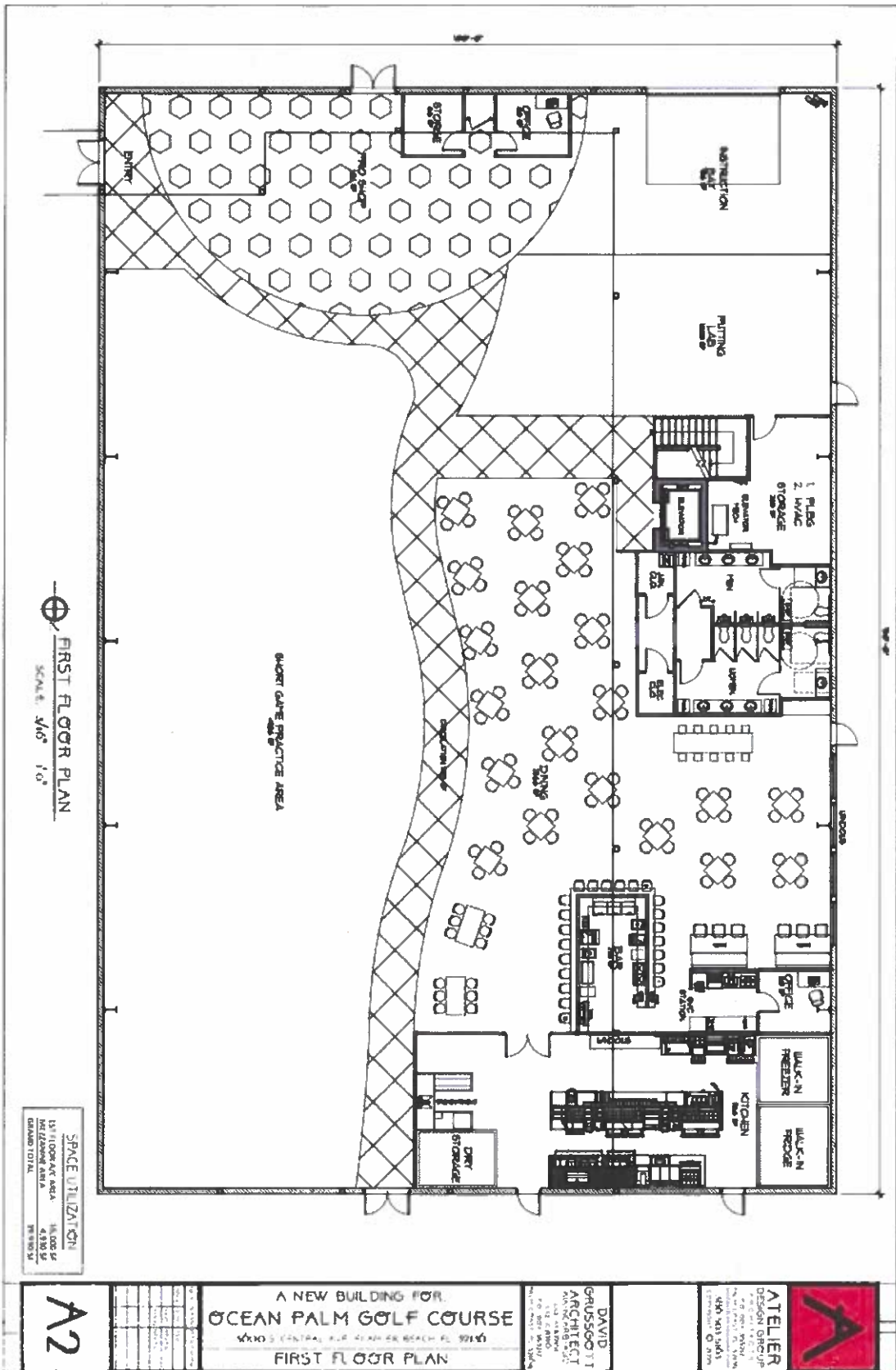
EXHIBIT B

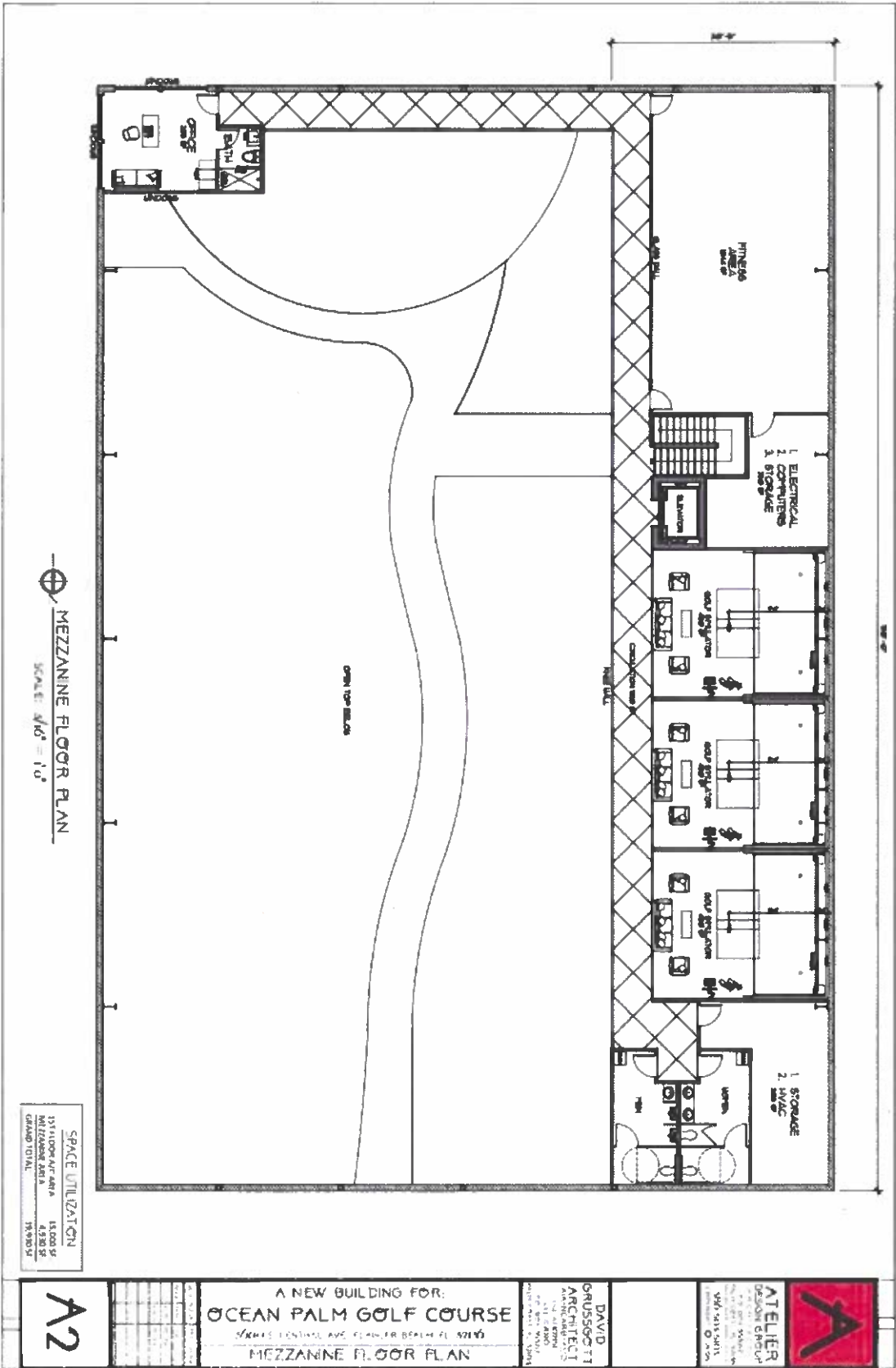
Conceptual Plans (Golf Course and Clubhouse)

(On Following Pages)









[Print this Page](#)

Transfer status: In Process
Order number:578950126

Transfer Accounts

From: MY CHECKING :
To: COAST TITLE INS AGENCY, INC ESCROW (Intracoastal Bank)

Transfer Details

Send amount

Send amount: \$40,000.00
Additional fee: \$30.00

Transfer description

Ocean Palms Golf Club EMD

Transfer dates

Frequency: One time, immediately
Delivery speed: Same Day
Start on date: 10/28/2025
Estimated delivery date: 10/28/2025
Note:The receiving bank may make funds available later than this.



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 13, 2025
Item Name: Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

Background:

This parcel is located on the SW corner of S. Daytona Avenue and 2nd St. The property is 50X150, 7500 SQ FT lot. A demolition permit was approved in June 2025. The applicant submitted plans for a 3-story commercial building with a one-way, one-lane, drive-through for a financial institution. The applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. *Design Guidelines*, Drive-through type businesses that have a drive-in component as part of their operation are a prohibited use. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

Fiscal Impact:

N/A

Staff Recommendation:

The request to permit a drive-through does not meet Section 8.05.01, standards for "undue hardship." The granting of variance does not deprive the applicant of rights enjoyed by other properties in the same zoning district. An updated set of plans for a commercial structure without a drive-through component were submitted for TRC review on 10/16/2025. The proposed updated plans meet with land development regulations and design guidelines. The Downtown Mixed-use district prioritizes the public realm and encourages street-level pedestrian activity. Allowing a drive-through in the downtown area runs counter to the goals of the Mixed-use District as drive-throughs contribute to auto-oriented designs and lifestyles. Staff recommends the Planning and Architectural Review Board recommend to the City Commission to deny the variance to allow a drive-through in the Downtown Mixed-use district. On

November 4, 2025, the application was presented to the Planning & Architectural Review Board. A motion to recommend denial of the application passed unanimously.

Attachments:

1. VARIANCE_PVAR26_0001_ 202 S Daytona Ave_Findings
2. APPLICATION_VARIANCE_PVAR26-0001
3. Legal Ad Affidavit
4. SURVEY_VARIANCE_PVAR26-0001
5. SITE PLAN_BARWICK BANK VARIANCE_UPDATED
6. Schematic Drawing revised 11072025



City of Flagler Beach

P.O. Box 70 • 116 3rd Street South
Flagler Beach, Florida 32136
Phone (386) 517-2000 • Fax (386) 517-2016

Date: October 22, 2025

To: Planning and Architectural Review Board (PARB)

From: Lupita McClenning, City Planner

RE: 202 S. Daytona Avenue, Flagler Beach, FL
Request for a Variance PVAR25-0002

Land Use Data

Applicant: Joseph Pozzuoli, Architect

Owner: Barwick Banking Company

Property

Address: 202 S. Daytona Avenue, Flagler Beach, FL

Parcel ID: 12-12-31-4500-00500-0010
.19 of an acre

FLUM: Commercial

Zoning: General Commercial

Overlay: Downtown Mixed-Use Overlay

Section 2.04.02 The urban design goals for the Downtown Mixed Use Overlay district are:

1. Enhance the pedestrian scale environment while retaining the eclectic beach town character.
2. Develop strong linkages between the residential neighborhoods and the Downtown.
3. Create a harmonious character that incorporates the City's historical and cultural heritage.
4. Provide flexible site development principles while maintaining a high level of aesthetic element.
5. Maintain a sense of connection with the traditional single-family houses while accommodating a mix of residential and beach oriented commercial uses.



Building Design

The built environment is vital in maintaining an area's visual integrity and unique character. Traditionally sized and smaller scaled buildings help to establish a pedestrian scale and also maintain the character of the Downtown. The guidelines in this section are applicable to properties located in the Downtown Mixed-Use Overlay District.

Guidelines

1. All new development, additions and/or renovations should reflect the traditional development patterns and strive to encourage an efficient pedestrian oriented environment.
2. New buildings should incorporate a clear division between street level and upper floors through a change of architectural elements, materials, and/or color.

Background:

A demolition permit for existing building on 202 S. Daytona was approved June 2025.

Proposal

Applicant attended the Technical Review Committee (TRC) meeting to gather technical feedback for:

- a three-story commercial building
- a one-way, one-lane drive-through for a bank

- ground floor proposes a 2,010 SQFT, with 2,313 SQFT of offices each for the 2nd floor and 3rd floors.
- Open covered areas include 897 SQFT on the ground floor, and 542 SQFT of open balconies on the 2nd and 3rd floors.

Variance Request

Section 02.04.02

Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. *Design Guidelines*, Drive-through type businesses that have a drive-in component as part of their operation is a prohibited use.

Applicant requests relief from the land development code minimum standards to allow for a one-way, one-lane drive through.

Financial institutions with a drive-through component **are only permitted by special exception in Highway Commercial district.**

Planning and Architectural Review Board Section 8.05.13

The Planning and Architectural Review Board (PARB) may recommend to grant variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13.

In advocating any variance, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance.

The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district.

No nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a variance.

Staff Analysis Appropriate Conditions and Safeguards Section 8.05.13

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district.

- a. No special conditions or circumstances exist which are peculiar to the land which are not applicable to other commercial buildings in the same zoning district. No commercial properties within the Downtown Mixed Use Overlay district are permitted to have a drive-through component.*
2. That the special conditions and circumstances do not result from the actions of the applicant.
 - a. The circumstances are the result from the actions of the applicant/owner to develop the property with a drive-through component.*
 - b. The applicant recently submitted a revised set of plans to the TRC eliminating the drive-through and replacing with two (2) walk-up ATM's. Eliminating the drive-through component eliminated the request to remove existing ROW public parking to accommodate an additional curb cut for egress of the drive-through along S. Daytona Avenue*
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.
 - a. The granting of this variance confers special privileges which is denied to other commercial property in the mixed-use overlay zoning district.*
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
 - a. The granting of variance does not deprive the applicant of rights enjoyed by other properties in the same zoning district.*
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure,
 - a. The minimal granting of a variance will not make possible the reasonable use of the land.*
 - b. A 3-story commercial structure **without** a drive-through component was submitted for review at the TRC on 10/16/2025 which can be built in accordance with land development regulations and design guidelines.*
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
 - a. The project proposes a drive-through in the heart of the downtown mixed-use district. The code and guidelines prescribe pedestrian-scale developments, with strong linkages between neighborhood and*

downtown, maintaining a sense of connection among mix of residential and beach oriented commercial uses.

- b. *A drive-through in the heart of downtown with pedestrian activity is potentially injurious or otherwise detrimental to the public.*

Planning Staff Recommendation

The request to permit a drive-through does not meet the standards for "practical difficulty" or "undue hardship." Granting the variance for a drive-through undermines the guidelines and code for a mixed-use district and negatively impacts public safety, pedestrian activity in the downtown and surrounding neighborhood.

Staff recommends the Planning and Architectural Review Board recommend to the City Commission to deny the variance based on the following conditions:

1. An economic disadvantage or a desire for convenience is not sufficient to demonstrate undue hardship. According to Florida case law, a variance cannot be granted for self-created hardships. A hardship must be unique to the property; not conditions and standards applicable to other properties that are similarly zoned (general commercial with mixed-use overlay.)
2. Sites with drive-throughs can have several features that detract from a pedestrian-oriented streetscape. The drive-through component poses a safety risk, potentially impacting pedestrian flow, with a high possibility of congestion for vehicles entering and exiting the drive-through.
3. The Downtown Mixed-use district prioritizes the public realm and encourages street-level pedestrian activity. Allowing a drive-through in the downtown area would run counter to the goals of the Mixed-use district as drive-throughs contribute to auto-oriented designs and lifestyles.
4. The applicant bears the burden of proof to justify the need for the variance by providing supporting documentation including a study demonstrating the unique circumstance and the impact of denying the variance request. If applicant fails to provide sufficient evidence, the variance request can justifiably be denied.

The applicant did not demonstrate how a drive-through would or would not present negative land use and/or transportation impacts on the surrounding area including:

- off-site queuing that could block the sidewalk, bike lane, or traffic lane;
- drive-throughs contribute directly to air pollution via vehicle idling that occurs as customers await service in a one-way drive;

- noise from drive through speakers can negatively impact residential neighbors;
- Additionally, consumers increasingly use self-service digital apps for many low-level routine financial transactions which reduces the need for drive-throughs and provides institutions with opportunity to focus on high-value services like mortgages and financial planning (which are not done in a drive-through scenario).



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☒ Variance	☐ Wireless Communication Facility (new structure)

RECEIVED

SEP 24 2025

Application Submittal Date: _____ PVAR26-0001

Fee Paid: \$ _____ Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Barwick Banking Company - Flagler

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 202 S Daytona Ave, Flagler Beach, FL 32136

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 12-12-31-4500-00500-0010

D. LEGAL DESCRIPTION: George Moody Subdivision Name: ~~Block 50~~

Section; _____ Block(s); 50 N 50 Lot(s); 1, 2, 3

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 8,251.942

F. FUTURE LAND USE MAP DESIGNATION: Commercial EXISTING ZONING DISTRICT: Flagler Beach Redevelopment Area

OVERLAY DISTRICT: District 22

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant, Previously Retail

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) Request for a variance of a 1 lane drive thru on the south side of the property. Ingres into the parking lot on N side (S 2nd St.), Egres onto S Daytona Ave.

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☒



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: <u>Barwick Banking Company</u>	APPLICANT/AGENT: <u>Same - Barwick Banking Co.</u>
Name: <u>Barwick Banking Company</u>	Name:
Mailing Address: <u>101 Marina Cove Dr. St. Aug, FL</u>	Mailing Address:
Phone Number: <u>386-569-3505</u>	Phone Number:
E-mail Address: <u>sgrinostead@barwickbank.com</u>	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL: <u>JPA</u>
Name:	Name: <u>Joseph Pozzuli</u>
Mailing Address:	Mailing Address: <u>314 Maundy Blvd, Flagler Beach</u>
Phone Number:	Phone Number: <u>386-439-5650</u>
E-mail Address:	E-mail Address: <u>jpa@JPA Florida.com</u>

SURVEYOR: <u>Stephenson, Wilcox & Associates</u>	LANDSCAPE ARCHITECT: <u>JPA</u>
Name:	Name:
Mailing Address: <u>P.O. Box 196, Bunnell, FL</u>	Mailing Address:
Phone Number: <u>386-437-2363</u>	Phone Number:
E-mail Address:	E-mail Address:

PLANNER: <u>JPA</u>	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER: <u>ACTA TBD</u>
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): [Signature] [Signature]

Printed or typed name(s): Silas Grinstead James Bange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of Sept 2025 by Silas Grinstead + James Bange individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type DL

Gracie M Lee
Signature of Notary Public, State of Florida

(SEAL)

GRACIE M. LEE
Notary Public
State of Florida
Comm# HH689928
Expires 8/23/2027
Page 2 of 2

11.22.21

VARIANCE APPLICATION
INFORMATION PACKET



City of Flagler Beach
P.O. BOX 70 800 S. DAYTONA AVENUE
FLAGLER BEACH, FL 32136
Phone (386) 517-2000 Fax (386) 517-2016

Table of Contents

<u>Item</u>	<u>Page</u>
Outline of Requirements	1
Variance Petition	2
Owner Authorization	3
Variance Standards Attachment "A"	4
Checklist of Required Items	5
Deed Restriction Notice	6

REQUIREMENTS

The following provides the requirements involving a variance request

1. Application Checklist

Information needed to complete the variance application includes:

- A. A description of the variance request.
- B. The property owner's name, address, telephone number and email address.
- C. If the owner is not the applicant, the applicants name, address, telephone number and email address.
- D. Tax parcel number and address of parcel.
- E. Parcel size.

2. ADDITIONAL REQUIRMENTS CHECKLIST

The completed application must be returned to the Planning and Building Department with the following:

- A. A filing fee of \$700.00 plus \$35.00 Intake Fee. Additional fees for mailing notifications to adjoining property owners and public notices in newspaper. All of these fees are non-refundable.
- B. A notarized authorization form from the owner or the attorney representing the owner.
- C. A copy of the legal description.
- D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.
- E. A completed signed written petition for a variance.



City of Flagler Beach
P.O. Box 70 *800 S Daytona Avenue
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Zoning Variance Application

Date: 9/8/2023

Applicant: Barwick Banking Company Email: sgrinstead@barwickbank.com

Address: 101 Marina Cove Dr. Phone#: 386-569-3505
St. Augustine, FL 32080

Owner of Subject Property: 202 S Daytona Ave, Flagler Beach, FL 32136

Address: 101 Marina Cove Dr. Email: sgrinstead@barwickbank.com
Saint Augustine, FL 32080 Phone#: 386-569-3505

Applicant Status: ☐ Owner ☒ Agent for Owner ☐ Attorney for Owner ☐ Contract Purchaser

This is a request for a Variance for a 1 lane Drive Thru on the South side of
the subject property.

on GC zoned property. The Comprehensive Plan Future Land Use designation is Commercial

Size or Parcel 8,250 sqft or .189 acres Tax Parcel# 12-12-31-4500-00500-0010

Address of Property 202 S Daytona Ave, Flagler Beach

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL OF THE FOLLOWING ARE ATTACHED:

- A. A filing fee of \$700.00 + \$35.00 intake fee, plus additional fees for mailing notifications to adjoining property owners and public notices in newspaper. All of these fees are non-refundable.
- B. A notarized authorization form from the owner or the attorney representing the owner.
- C. A copy of the legal description.
- D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.
- E. A completed signed written petition for a variance.

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS VARIANCE PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: _____

DATE: 9/24/25

Owner Authorization

Property Address: 202 S Daytona Ave
Flagler Beach, FL

Parcel Id: 12-12-31-4500-60500-0010

AS OWNER, I AUTHORIZE Silas Grinstead TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: Silas Grinstead ADDRESS: 3 Boston Lane, Palm Coast, FL 32137

PHONE: 386-569-3505

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by _____

SIGNATURE OF OWNER - James Benge

Barwick Banking Company
OWNER'S NAME (Print/Type)

101 Marina Cove Dr, St Augustine 904-484
ADDRESS (Street, City) & Phone Number -7678

This 24 day of September 2025, Who is personally known to me or has produced _____ as identification.

HH689928 8-23-2027
Commission Number & Expiration

Gracie M Lee
Notary Public



GRACIE M. LEE
Notary Public
State of Florida
Comm# HH689928
Expires 8/23/2027

VARIANCE APPLICATION -ATTACHMENT A

VARIANCE STANDARDS

The Planning and Architectural Review Board may grant variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13. Describe how your request meets each requirement.

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district;
2. That the special conditions and circumstances do not result from the actions of the applicant;
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district;
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant;
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

In advocating any variance, the planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance. The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a variance.



For Locals. By Locals.

Variance Standards

1. Redevelopment Priority Area

This property is situated diagonally across from the new Compass Margaritaville Hotel and falls within the highest priority redevelopment area as designated in the 2006 CRA Master Plan. Its strategic location presents a unique opportunity to contribute meaningfully to the revitalization of this specific district.

2. Special Conditions Not Resulting from Applicant Actions

The unique conditions of this site and its intended use under the CRA vision are not the result of any actions by the applicant. Rather, the applicant is positioned to enhance and support the CRA's redevelopment efforts in this area.

3. No Special Privileges Granted

Approval of the requested variance for a drive-through lane does not constitute a special privilege. There are already two former bank locations within the CRA district that include drive-through lanes. Furthermore, other businesses in the district do not rely on drive-through facilities to enhance their services, underscoring that the request is consistent with existing precedents.

4. Prevention of Hardship and Preservation of Rights

Denial of this variance would deprive the applicant of rights commonly enjoyed by similar businesses within the CRA district. It would also impose a hardship by limiting Barwick Banking Company's ability to serve its clients effectively. Additionally, it would adversely affect numerous customers and Flagler Beach residents who face challenges entering and exiting vehicles, thus restricting access to essential banking services.

5. Consistent with Zoning and Intended Use

The property is zoned for general commercial use, which permits operation as a local community bank. The requested variance would enable Barwick Bank to utilize the site more effectively and deliver the highest level of service expected of a financial institution.

6. No Detriment to Public Welfare

Granting this variance would not negatively impact the surrounding area or public welfare. The drive-through would operate only during regular business hours (Monday–Friday, 8:00 AM–5:00 PM) and would remain closed on weekends and holidays, thereby minimizing any potential traffic or noise concerns.

CHECKLIST OF REQUIRED ITEMS

The information and attachments requested as part of this application are the minimum necessary to determine compliance with the requirements of the City of Flagler Beach Zoning Ordinance. The City may require additional information, or waive certain requirements, at any time during the application process depending upon the nature of the variance request.

ATTACHMENTS CHECKLIST:

DESCRIPTION OF HOW THIS APPLICATION MEETS THE SIX VARIANCE STANDARDS (Complete Attachment A, "Variance Standards")

WARRANTY DEED

OWNER'S AUTHORIZATION

OTHER AGENCY PERMITS (Certified statement re: required permits and copy of applications/ permits)

LOCATION MAP

SITE DEVELOPMENT PLAN (1"=20')

CURRENT SURVEY - To include:

- Wetlands jurisdiction line and wetlands buffer delineation (if applicable)
- Elevations relative to the National Geodetic Vertical Datum (NGVD)
- Spot elevations at property corners, and at least two intermediate points along side property lines and the high & low points along centerline of the property
- Proposed finished floor elevation
- Finished floor elevation of adjacent residences (if applicable)

DRAINAGE PLAN OR VERIFICATION OF EXISTING DRAINAGE IMPROVEMENTS (Wetlands, Mirror Lake Overlay District, Coastal Construction Zone (Additional Information as applicable or required)

BUILDING ELEVATIONS (Front, back, and side, showing height and setback compliance)

EXISTING / PROPOSED PLAN

12 COMPLETE SETS OF ALL REQUESTED MATERIALS

PREPARED BY & RETURN TO:
Susan Flanagan
Covenant Closing & Title Services
4879 Palm Coast Parkway NW, Suite 4
Palm Coast, FL 32137

Incident to the fulfillment of conditions contained
in title insurance commitment issued by it.

Tax ID #: 12-12-31-4500-00500-0010
File #: 25-207391

WARRANTY DEED

This Warranty Deed made this 28th day of April, 2025 by Christopher Anthony Lewis and Sarah Alma Lewis, husband and wife, whose post office address is: 1301 North Ocean Shore Blvd., Flagler Beach, FL 32136, hereinafter called the grantor,

to: Barwick Banking Company, a Georgia Corporation, whose post office address is: 101 Marina Cove Drive, Saint Augustine, FL 32080, hereinafter called the grantee,

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: that the grantor, for and in consideration of the sum of \$760,000.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Flagler County, Florida, viz:

The North 50 feet of Lot 1, the North 50 feet of Lot 2, and the North 50 feet of the Easterly 35 feet of Lot 3, Block 50, Moody Subdivision of Flagler Beach, Flagler County, Florida as recorded in Plat Book 1, Page 24, Public records of Flagler County Florida. Together with any and all rights, title, and interest that the grantor may have in and to the Westerly 15 feet of the North 50 feet of Lot 3, Block 50, Moody Subdivision of the Flagler County, Florida as recorded in Plat Book 1, Page 24, Public Records of Flagler County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in FEE SIMPLE forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in FEE SIMPLE; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2025, reservations, restrictions and easements of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Susan Flanagan
Witness #1 Sign
Susan Flanagan
Witness #1 Print

Christopher Anthony Lewis
Christopher Anthony Lewis
Sarah Alma Lewis
Sarah Alma Lewis

COVENANT CLOSING
Witness #1 Address
Palm Coast FL 32137

Witness #1 City, State and Zip

Tracy Callahan Hennessey
Witness #2 Sign
Tracy Callahan Hennessey
Witness #2 Print
312 N 11th St
Witness #2 Address
Flagler Beach FL 32136
Witness #2 City, State and Zip

****TWO DIFFERENT WITNESSES REQUIRED****

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of April, 2025 by Christopher Anthony Lewis and Sarah Alma Lewis, who are personally known to me, or who have provided valid government issued identification.

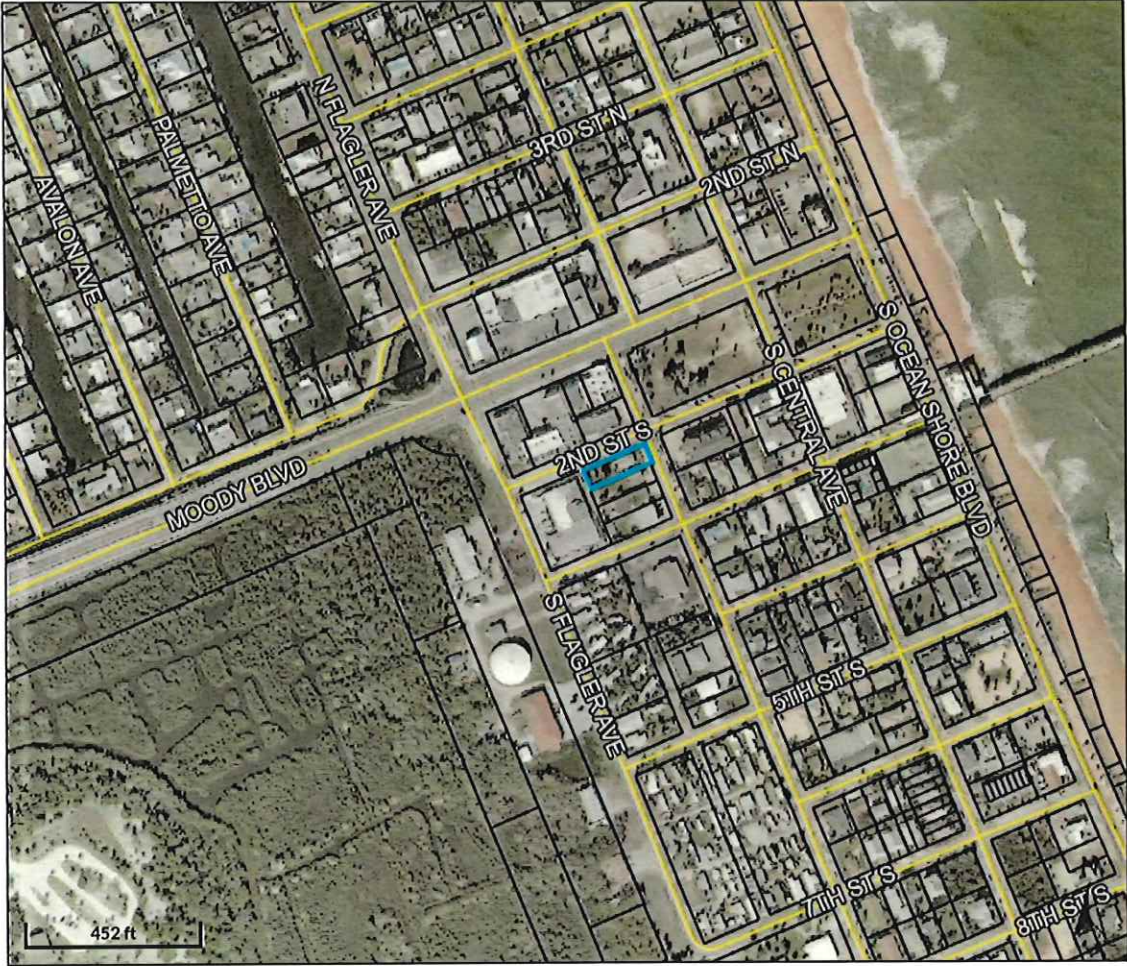
(NOTARY SEAL)



Susan Leigh Flanagan
Notary Public

My Commission Expires: _____

FLAGLER COUNTY PROPERTY APPRAISER



- Legend
- Parcels
 - Roads
 - Streams and Rivers

Parcel ID	12-12-31-4500-00500-0010	Owner	BARWICK BANKING COMPANY	Land Value	\$199,500	Last 2 Sales			
Prop ID	78912		101 MARINA COVE DRIVE	Ag Land Value	\$0	Date	4/28/2025	Price	\$760000
Class Code	STORES, 1 STORY		SAINT AUGUSTINE, FL	Building Value	\$68,422		7/15/2024	0	
Taxing	22		32080	Misc Value	\$590				
District		Physical Address	202 S DAYTONA AVE	Just Value	\$268,512				
GIS sqft	8,251.942			Assessed Value	\$268,512				
				Exempt Value	\$0				
				Taxable Value	\$268,512				

Date created: 9/24/2025
Last Data Uploaded: 9/24/2025 7:19:56 AM

Developed by  SCHNEIDER
GEOSPATIAL

Serial Number
25-00387F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.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 Public Hearing

in the matter of November 4th and November 13th

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

issues of 10/23/2025

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

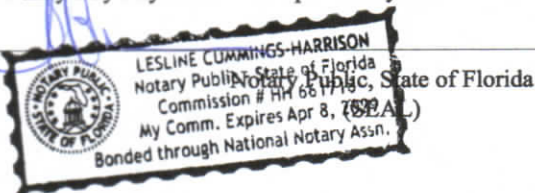
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

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

23rd day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



CITY OF FLAGLER BEACH PUBLIC HEARING NOTICE

Variance Application FVAR26-0001 - 202 S. Daytona Avenue. An application has been submitted requesting a variance from Appendix A - Land Development Regulations, Article II, Section 2.04.02.12. The request is to include a drive-thru window service element to a proposed, new commercial financial institution building.

The subject property is identified as GEORGE MOODY SUB DIV BLOCK 50 N 50 FT OF LOTS 1,2,3 AND ANY RIGHTS IN ABUTTING ALLEY and has Tax Parcel ID No. 12-12-31-4500-00500-0010.

A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, NOVEMBER 4, 2025, AT 5:30 P.M.

CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025, AT 5:30PM OR AS SHORTLY THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

For further information about this request, please call the Planning & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

Oct. 23

25-00387F

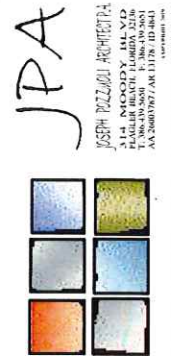
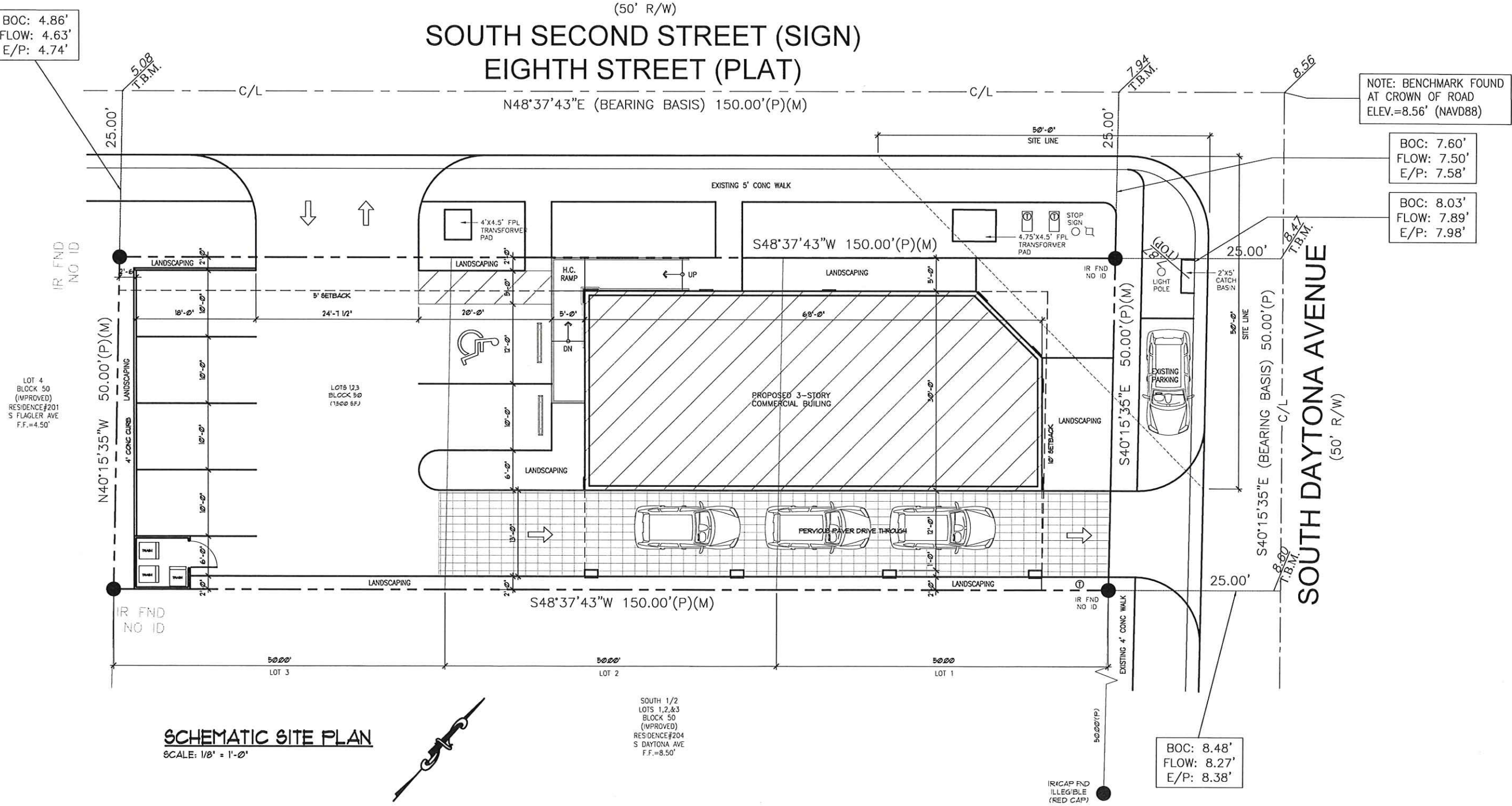
[illegible]

YORS • CONSULTANTS • PLANNERS

I hereby certify that the above represented person's name is correct to the minimum statutory standard
 provided in Section 422.007, Florida Statutes, and appears in Chapter 51-19 Florida Administrative Code.
Dan K. Wilson
 DAN K. WILSON, Jr., PSN No. 5749, PE No. 57633
 1 of 1
 The seal design for the State of Florida is the official seal of the State of Florida. It is the property of the State of Florida and is not to be used for any other purpose without the express written consent of the State of Florida.

SQUARE FOOTAGE:	
FIRST FLOOR A/C	2,010 SQ. FT.
COVERED DRIVE THROUGH	851 SQ. FT.
TOTAL FOOTPRINT	2,861 SQ. FT.
2ND FLOOR A/C	2,048 SQ. FT.
OPEN BALCONY	518 SQ. FT.
TOTAL	2,566 SQ. FT.
3RD FLOOR A/C	2,044 SQ. FT.
OPEN BALCONY	518 SQ. FT.
TOTAL	2,562 SQ. FT.
TOTAL A/C	6,712 SQ. FT.

PROPERTY INFO:		SITE DATA	
ZONED:	GC - COMBINED USE	FRONT SETBACK	10'-0"
OVERLAY DISTRICT:	DOWNTOWN OVERLAY	SIDE STREET SETBACK	5'-0"
FLUME:	COMMERCIAL	REAR / SIDE SETBACK	0'-0"
SITE PARKING CALCULATIONS		TOTAL LOT SQUARE FEET	15,000 100% SQ. FT.
		ALLOWABLE IMPERVIOUS	6,750 45% SQ. FT.
COMMERCIAL PARKING REQUIRED		BUILDING FOOTPRINT	2,861 19% SQ. FT.
		PARKING WALKS	3,311 22% SQ. FT.
PROPOSED PARKING		PROPOSED IMPERVIOUS	5,231 35% SQ. FT.
		PROPOSED PERVIOUS	2,263 15% SQ. FT.
COMMERCIAL SPACES REQUIRED:		1 SPACE FOR EVERY 350 SQ. FT.	
COMMERCIAL SPACES PROVIDED:		TOTAL FLOOR AREA = 8,065 / 672 SF (A/C)	
COMMERCIAL SPACES PROVIDED:		132 SPACES PER 800 SQ. FT. ON SITE	
COMMERCIAL SPACES PROVIDED:		4'- 8,065 SQ. FT. / 350 = 23 SPACES REQUIRED	
COMMERCIAL SPACES PROVIDED:		4'- 8,065 SQ. FT. / 800 x 132 = 14 SPACES REQUIRED	
COMMERCIAL SPACES PROVIDED:		6 SPACES ON SITE (14 SPACES REQUIRED ON SITE)	
COMMERCIAL SPACES PROVIDED:		5 STANDARD SPACES	
COMMERCIAL SPACES PROVIDED:		1 ADA SPACE	
COMMERCIAL SPACES PROVIDED:		WILL NEED 11 ADDITIONAL FROM PARKING POOL	



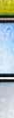
A NEW BUILDING FOR:
BARWICK BANK

SCHEMATIC PRESENTATION I

PROJECT # 225115

DATE: 10.04.2025

<u>PROPERTY INFO:</u>	<u>SITE DATA</u>
ZONED: GC - COMBINED USE	FRONT SETBACK 10'-0" SIDE STREET SETBACK 5'-0" REAR / SIDE SETBACK 0'-0"
OVERLAY DISTRICT: DOWNTOWN OVERLAY	TOTAL LOT SQUARE FEET 15,000 100% SQFT. ALLOWABLE PFERVIOUS 6,750 50% SQFT.
FLUME: COMMERCIAL	BUILDING FOOTPRINT 1,000 7% SQFT. PARKING/WALKS 3,371 43% SQFT.
	PROPOSED PFERVIOUS 5,331 10% SQFT. PROPOSED PVIOUS 3,369 36% SQFT.





Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission

From:

Meeting Date: November 13, 2025

Item Name: Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date (Second/Final Reading).

Background:

One update has been included since first reading to provide clarification. Section 4-107 Exemptions from special event requirements. The underlined italic portion of the last sentence is new.

(d) Home-based craft vendors and cottage food vendors who do not hold a LBTR shall be exempt from requirement to provide an LBTR, provided that the vendor presents proof of registration with the Florida Department of Revenue for the collection and remittance of sales tax, *along with completing an IM application and paying the IM permit fee.*

The City of Flagler Beach applied for and received the 2024 Flagler County Tourism Development Council Capital Project Grant funds to renovate the Pier's service building and to build a 4,000 square foot promenade which will be used for events. Flagler County and the City entered into a funding agreement, approved by the City Commission in Resolution 2024-72. The grant proposal and funding agreement requires the City to update its Special Events Ordinance in preparation of the new facility, which is expected to bring more special event activities.

The Special Events Ordinance was first adopted to the City of Flagler Beach Code of Ordinances in 2002.

The following proposed Special Events Ordinance was edited and reviewed by staff, including the City Clerk, Deputy City Clerk, the City Attorney, and Police Leadership. The revisions reflect current practices, provide administrative flexibility, streamline requirements, and encourage adherence by staff and applicants.

While this staff report details section-by-section edits, several reoccurring modifications appear throughout the proposed ordinance and are not repeated in each section:

1. Removal of "permit": Staff does not issue a permit; written approval is granted, usually via email. The ordinance now reflects this practice.

2. Removal of “special event planning meeting”: This change allows staff to adopt internal review processes that can adapt over time. It does not prevent staff from requesting a planning meeting when necessary.
3. Removal of references to positions: Except for the City Manager and Police Chief, references to specific positions were removed or replaced with “and/or designee” to provide flexibility in delegating responsibilities.
4. Site plan sketch: A site plan sketch is now required with the Special Event Application (SEA) and referenced throughout the ordinance.
5. Fee Schedule reference: The ordinance now aligns with the City’s practice of adopting an annual Fee Schedule by resolution.
6. Section sequence: Sec. 4-104 through Sec. 4-107 were moved for the proper sequence of the complete application process.
7. Grammar adjustments: Capitalization and other minor changes.

Sec. 4-102. Section was reorganized eliminate redundancy. The article establishes that all special events require City approval through the Special Event Application (SEA). Part (b) was moved to Sec. 4-110. Alcohol and Beverage Sale and part (c) wording was moved to Sec. 4-105. (b)(4).

Sec. 4-103. Definitions.

Applicant(s). The definition was changed to properly reference SEAs.
 Certificate of Insurance. Definition was added due to its significance.
 City Event. Removal of “sponsor” to prevent confusion.
 City Services. Added definition due to significance.
 Commercial. Clarified to include the orders of goods and services.
 Cottage food vendor. Added to recognize an increase in Itinerant Merchant applications from these vendors. Referenced later in the code under Sec. 4-107.
 Fees. References the Fee Schedule adopted by the City Commission through resolution.
 Home-based craft vendor. Added to recognize increased home-based craft vendors; referenced in Sec. 4-107.
 Special Event. Clarified and unrelated portions relocated.
 Classifications of Event: Major, Intermediate, and Minor were adjusted to better reflect the forms of applications that the city receives: city services totaling \$2,500 and over, between \$2,499 and \$500, and below \$499, respectively.
 Special Event Permit. The definition was removed.
 Temporary Structure. The definition includes reference to a set-up time.
 Itinerant Merchant (IM). Modified to include orders for goods and services, and redundant wording was removed.

Sec. 4-104. Part (a) provides a timeline for the applicant to submit an SEA based on event classification. City Commission approval requirements for major events was removed to streamline the application process. Reference to payments and fees was moved to Sec. 4-108. Denial of an application and its costs are described in Sec. 4-105(b) and (d). Part (b) clarifies additional documents to include with the SEA, adopting wording from the former part (c).

Sec. 4-105. The section establishes actions that the city shall take within 10 business days of receipt of the SEA, a change from the original five days. For centralization, disapproval reasons found throughout the ordinance was placed in part (b). Part (c) offers the applicant an appeal option if an event is disapproved, and (d) removes refund language.

Sec. 4-106. Clarifies applicant and IM responsibility before, during, and after an event, and provides a timeline for payment of IM permit fees. Part (b) was edited to provide a time frame for required documents, part (e) was taken from another part of the code and placed here as it pertains to IMs. Part (f) was originally Sec. 4-122 but was moved to this section.

Sec. 4-107. Parts (a), (b), and (c) were edited for clarity. Part (d) exempts home-based crafters and cottage food vendors from providing an LBTR, responding to the rise in IM permit requests. This change makes events more accessible to these small-scale vendors, who often lack the required documentation.

Sec. 4-108. Edited for clarity, to provide a time frame for payment, and amount needed for a deposit.

Sec. 4-110. Edited for centralization of alcohol provisions. Reference added to Sec. 4-127(b)(4).

Sec. 4-111. Section (a) rewritten for clarity.

Sec. 4-114. Part(a) was edited to remove conflicting verbiage; portable toilet formula was retained.

Sec. 4-115. The formula in part (b) was updated to reflect current sanitation practices. A time frame was added for removal of dumpsters following an event.

Sec. 4-121. Edits made for clarity.

Sec. 4-125. Generalized provisions to provide staff flexibility.

Sec. 4-127. Edits made to (b)(4) b. to properly reference the updated code.

Fiscal Impact:

Special event fees are intended to cover the cost of City staff/activities/equipment incurred during a Special Event.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-19 (First Reading).

Attachments:

1. Ordinance 2025-19
2. 2025-19 & 2025-20 Affidavit
3. 2025-19 Exhibit A Final Reading

1
2 **ORDINANCE NO. 2025-19**
3

4 **AN ORDINANCE OF THE CITY OF FLAGLER BEACH,**
5 **FLORIDA, RELATED TO SPECIAL EVENTS; AMENDING**
6 **THE CITY REQUIREMENTS AND PROCESSES FOR**
7 **SPECIAL EVENTS WITHIN THE CITY; PROVIDING FOR**
8 **CODIFICATION, SEVERABILITY, CONFLICT, AND AN**
9 **EFFECTIVE DATE.**
10

11 **WHEREAS**, the City Code related to special events has not been updated in many
12 years; and
13

14 **WHEREAS**, City staff has conducted a review of the City Code related to special events
15 and identified steps to streamline the process to make it more efficient for applicants and the City;
16 and
17

18 **WHEREAS**, the City Commission has considered the amendments proposed by City
19 staff and determined that the amendments contained herein to be in the best interest of the City of
20 Flagler Beach, its residents, business, and visitors.
21

22 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**
23 **THE CITY OF FLAGLER BEACH, FLORIDA THAT:**
24

25 **SECTION ONE. Amendment of Code.** Article III, "Special Events," of the Code of Ordinances
26 is hereby amended as shown on attached Exhibit "A" which is incorporated herein and made a part
27 hereof. NOTE, within Exhibit "A" underline text represents additions, ~~striketrough-text~~
28 represents deletions, and ellipses (***)

29 **SECTION TWO. Ordinances in Conflict.** All ordinances or parts thereof, which may be
30 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to
31 the extent of such conflict.

32 **SECTION THREE. Severability.** If any section, sentence, phrase, word or portion of this
33 Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not
34 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
35 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
36 unconstitutional.

37 **SECTION FOUR. Codification.** It is the intent of the City Commission of the City of Flagler
38 Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and
39 liberal authority in codifying the provisions of this Ordinance.

40 **SECTION FIVE. Effective Date.** This Ordinance shall become effective immediately upon its
41 passage and adoption.

42 PASSED ON FIRST READING THIS 11TH DAY OF SEPTEMBER 2025.

43

44 PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2025.

45

46 CITY OF FLAGLER BEACH, FLORIDA
47 CITY COMMISSION

48

49

50

Patti King, Mayor

51 ATTEST:

52

53

54

Penny Overstreet, City Clerk

Serial Number
25-00395F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.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 Public Hearing

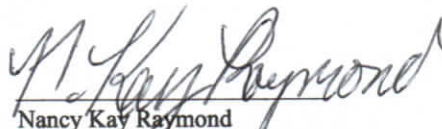
in the matter of November 13th

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

issues of 10/30/2025

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.


Nancy Kay Raymond

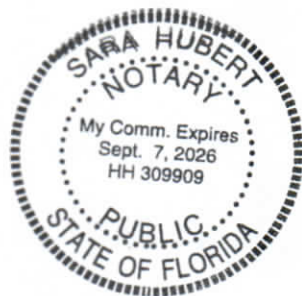
Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida
(SEAL)



PUBLIC NOTICE

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

Ordinance 2025-19

An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for codification, severability, conflict, and an effective date

Ordinance 2025-20

An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date.

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

City Commission: Thursday, November 13, 2025 @ 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 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal against 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.

Oct. 30 25-00395F

ARTICLE III. SPECIAL EVENTS

Sec. 4-101. Title.

This article shall be known as the Special Events Ordinance of Flagler Beach, Florida.

Sec. 4-102. Special Event Approval required; compliance with article provisions.

- (a) All special events shall comply with the provisions set forth in this article and with all terms, conditions, and requirements identified in the special event application (SEA) approval. A special event held within the incorporated portion of the City shall require approval from the City.

Sec. 4-103. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant. The individual(s) or entity that submits an SEA to the City to hold a special event. The applicant is responsible for compliance with terms and conditions set forth in the Special Events Ordinance. The owner or owners of any property on which a special event occurs shall also be deemed the applicant in terms of responsibility or liability for violation of this article or other federal, state, or local regulations occurring on any such property because of such special event.

Application means a written application for a proposed special event. The application form shall be provided by the City.

Certificate of Insurance is proof of insurance coverage for the insured party.

City event means those activities or events organized by the City.

City co-sponsored event. City co-sponsored events are community based and nonprofit events that are free to the public and approved by the City Commission to name the City as a co-sponsor. The City's level of co-sponsorship shall be determined by the sole discretion of the City Commission.

City services means any additional city run services beyond those that are regularly provided by the City such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event.

Commercial means for the purposes of this article the charging of a for-profit admission fee or for-profit sale and orders of goods or services; except that commercial zoning shall mean that category of zoning in the city land development regulations.

Cottage food vendor means an individual who produces and sells cottage food products in accordance with Section 500.80, Florida Statutes, and related rules of the Florida Department of Agriculture and Consumer Services (FDACS).

Fees shall mean any cost associated with a special event, including but not limited to, the application fee, any appeal fee, and all costs to be assessed or required by the City to support a special event as set forth by the City Commission by resolution, known as the Fee Schedule.

Home-based craft vendor means an individual who produces and sells handmade, non-food items from a residence on a limited basis and is not primarily engaged in operating a commercial business.

Public property means any public street, sidewalk, place, property, easement, structure, or facility owned, dedicated, controlled, or otherwise under the proprietary jurisdiction and control of the City.

Resolution means a resolution by the City Commission providing dollar amount of fees, licenses, and providing other special event criteria.

Special event means an event that is a non-routine happening or a social activity organized to include or attract people together in a defined area, which in the City's opinion, require city resources and services to ensure safety and coordination. Special events shall be classified as follows:

- (1) *Major event.* An event of one (1) or more day duration with a cost of over two thousand five hundred dollars (\$2,500.00) for city services, staff, overtime and equipment use.
- (2) *Intermediate event.* An event of one (1) or more day duration with a cost of between five hundred dollars (\$500.00) and two thousand nine hundred ninety-nine dollars (\$2,999.00) for city services, staff, overtime and equipment use.
- (3) *Minor event.* An event of one (1) day or less duration, with a cost of less than four hundred ninety-nine dollars (\$499.00) for city services, staff, overtime and use of equipment.

Temporary structures include, but are not limited to, sheds, booths, bleachers, canopies, tents, stages, and fences for temporary purposes during an event. Such structures shall not be erected prior to "set-up" time and shall be removed by the "break-down" time limit.

Itinerant merchant (vendors or IMs) means any person, vendor, concession, business corporation, entity, or enterprise providing the immediate sale of goods or services, or orders for goods and services for profit at or in conjunction with any special event as defined above.

Sec. 4-104. Submission of Special Event Application to the City.

- (a) A completed SEA must be submitted to the City no less than 30 days prior to a minor event, 40 days prior to an intermediate event, 60 days prior to a major event.
- (b) All SEAs will be submitted to the City. A completed SEA will include a complete and accurate SEA, site plan sketch, SEA fee as established by resolution by the City Commission in a Fee Schedule, certificate of insurances naming the City additionally insured in the amount of one million dollars (\$1,000,000.00) or two million dollars (\$2,000,000.00) if the event includes pyrotechnics/fireworks. If the applicant is a non-profit, the application will include an Internal Revenue Service (IRS) determination letter.

Sec. 4-105. Review of Special Event Application.

- (a) The City Manager or his/her designee shall make every attempt to review the application, inform the applicant if the application is incomplete, notify the applicant if the event is deemed a special event, of any additional requirements or modifications, and an estimate of costs within ten (10) business days of application receipt.
- (b) The City will make every attempt to notify the applicant if the SEA is denied within ten (10) business days of application receipt. An SEA may be denied on any of the following grounds:
 - (1) The SEA, including any required attachments and submissions, is not fully completed and accurate.
 - (2) The applicant has not tendered the required application fee with the application.
 - (3) The applicant is legally incompetent to contract or to sue and be sued.
 - (4) The proposed event or activity is prohibited by or inconsistent with this Code, the city comprehensive plan, zoning district, or land use regulations.
 - (5) The activity described in the application would present an unreasonable danger to the health or safety of the applicant, participants, public employees or members of the public.
 - (6) The proposed event or activity is prohibited by federal, state, or local regulations.

- (7) The event does not have or plan for adequate parking to accommodate the event.
 - (8) The event is proposed for a site that is inherently hazardous to the participants or other highway users.
 - (9) The event would have a substantial adverse impact on the health, safety, and welfare of neighboring residents and businesses of the proposed event.
 - (10) The Police Department in conjunction with other law enforcement agencies does not have sufficient resources to manage the necessary road closures and/or traffic control necessary to service the event.
 - (11) The requirements identified by the City to ensure public health, safety, and welfare have not been met.
 - (12) The City may reasonably limit the duration of the event including the hours of the event and the number of days it can be conducted to minimize adverse impact caused by the activity. Special event duration shall not exceed three (3) days.
- (c) An applicant may appeal the denial of an application to the City Commission at the next available meeting. Any such appeal must be filed with the City Manager and/or his/her designee within three (3) business days of the date the application denial was sent to the applicant.
 - (d) If an event is not approved, the City shall not be responsible for any costs incurred in relation to the event.

Sec. 4-106. Itinerant Merchants (vendors/concessions/businesses).

- (a) The applicant shall be responsible for providing the IM application form to each participating IM and obtaining and submitting completed IM application forms with copies of required licenses, insurances, and Local Business Tax Receipt to the City no later than ten (10) business days before an event. The City will provide the IM Permit to the applicant. The applicant shall be responsible for ensuring that every IM displays its city-issued IM Permit at all times during an event. Each separate IM must have a permit. Any person who claims to be an employee of an IM but appears to be operating as an independent merchant must be able to demonstrate to the satisfaction of the City that said person is in fact an employee and not an independent contractor; otherwise, that person will be classified as a separate IM. The applicant shall be held responsible for meeting the requirements of this article, including payment of the IM permit (per vendor). IM Permit fees must be paid to the City within five (5) business days after the event.
- (b) Food vendors must meet all the requirements of the Division of Hotels and Restaurants of the State Department of Business and Professional Regulation and/or Department of Agriculture. Food vendors must submit documentation ten (10) business days prior to the event showing proof that they have been properly licensed by these agencies, and hold a certificate of insurance in the amount of one million dollars (\$1,000,000.00) or as otherwise set by the City Attorney, with the City is named as an additionally insured. The certificate of insurance shall be provided to the City a minimum of ten (10) business days prior to the event.
- (c) Other providers of goods or services must operate in compliance with the provisions set forth in this Code, [and] state statutes pertaining to those goods or services, and any other applicable state regulations. A violation of state law or regulation pertaining to said provision of goods or services shall be deemed a violation of this article.
- (d) Each amusement ride/attraction must comply with the Standard Device Code 1997 edition or as new editions are adopted by the Florida Building Code, along with meeting all general liability requirements, and operator/owner must hold a one-million-dollar (\$1,000,000.00) certificate of insurance with the City named as an additionally insured.
- (e) If alcohol is to be served, applicant shall make special reference to alcohol liability in the SEA and on the appropriate IM permit.
- (f) All proposed vendors, concessions, itinerant merchants, and/or stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the City. All vendors must comply with fire code requirements and shall be inspected if deemed necessary.

(Ord. No. 2014-06, § 1, 3-13-14)

Sec. 4-107. Exemptions from special event requirements.

- (a) An IM with an active Flagler Beach License Business Tax Receipt (LBTR) is exempt from the IM permit fee and must include its LBTR number on the IM application.
- (b) Any special event applicant may request a need-based application fee waiver from the City Commission.
- (c) Non-profit organizations in possession of an IRS certificate granting a tax-exempt status are exempt from the application fee. Non-profits must provide the IRS tax-exempt certificate in its SEA.
- (d) Home-based craft vendors and cottage food vendors who do not hold a LBTR shall be exempt from requirement to provide an LBTR, provided that the vendor presents proof of registration with the Florida Department of Revenue for the collection and remittance of sales tax, along with completing an IM application and paying the IM permit fee.
- (e) City events are exempt from special event requirements and fees.

Sec. 4-108. Special event application; costs/approval.

- (a) If the SEA is approved, the applicant shall be required to pay all fees established by this ordinance as set by the Fee Schedule. The applicant shall remit 50% of the estimated cost, serving as a deposit, within three (3) business days of receipt of the estimate. The final invoice for event costs shall be paid in full within five (5) business days following the event. The deposit will be counted towards the final invoice amount. All IM fees are required to be paid in full no later than five (5) business days after the event is complete.

Sec. 4-109. Control of outdoor noise.

Control of outdoor noise shall be in accordance with the city noise control ordinance.

Sec. 4-110. Alcohol and beverage sales.

Alcohol and beverage sales conducted on the property on which the special event is being held shall be in accordance with state statutes and this Code, including Sec. 4-127(b)(4). Furthermore, it is the responsibility of the alcohol licensee to ensure that no open containers of alcohol sold on the premises shall be permitted beyond the designated special event site. All beverages shall be served in paper, plastic or aluminum containers. The applicant shall provide the means to prevent underage drinking. The dispensing of or sale and consumption of alcoholic beverages, at a special event, must be conducted only within a temporary or permanent permitted structure on property properly zoned for commercial activity, and the building and parking must meet all applicable building codes and regulations.

Sec. 4-111. Public law enforcement and private security services.

- (a) The Police Chief or designee shall determine the number of public law enforcement personnel and private security personnel necessary to service a special event. Public law enforcement services shall be provided exclusively by the Police Department and its reserve officers, unless otherwise authorized by the Police Chief or designee. The applicant shall provide private security only when the Police Chief or designee determines it necessary under the circumstances.
- (b) The Police Chief and/or his/her designee shall establish the appropriate time frames in which public law enforcement and private security are needed for each aspect of the special event. The applicant will provide a tentative schedule of activities for each day on the SEA. The City recognizes that the final schedule may change

Created: 2025-04-16 11:24:28 [EST]

(Supp. No. 38)

and the Police Chief and/or his/her designee or the supervisor in charge of the detail shall have the authority to adjust the work schedule to cover any activities that may require additional or fewer public law enforcement services. Vehicle usage incurred by the result of such special services may vary due to scheduling adjustments determined and approved onsite by the police supervisor and reviewed by the applicant during the event. Any additional fees generated by scheduling adjustments shall be the responsibility of the applicant.

- (c) If offsite traffic control is necessary, due to the high volume of traffic generated by the event, as determined by the Police Chief and/or his/her designee; the applicant shall pay the City for all costs related to providing this service.
- (d) In the event the applicant is authorized to utilize sworn law enforcement officers from an agency other than the police department, that agency must meet the requirements for security at the discretion of the Police Chief and/or his/her designee. Law enforcement officers from other agencies shall be responsible for arresting, booking and transporting arrestees as the law may require in each situation.
- (e) The fee schedule for determining officer personnel, administrative, and equipment costs, to be paid in advance by the applicant(s) of the event, shall set forth by the Commission in a Fee Schedule resolution.

Sec. 4-112. Public works services.

- (a) Should the services of the City Public Works Department be required, the number of personnel, type of equipment and the type of public works services required to service the event shall be determined by the City.
- (b) The fee for determining public works department personnel and equipment costs to be paid by applicant shall be those set by a fee schedule formula adopted by a resolution.

Sec. 4-113. Building department services.

The number of building department personnel and services required to service the special event shall be limited to inspection services required by the Florida Building Code. All inspection/permit fees for these services shall be paid by the applicant as set by a fee schedule formula adopted by a resolution.

Sec. 4-114. Portable toilets; number required, locations, servicing.

- (a) The ratio of one (1) portable toilet for up to one hundred fifty (150) people, and one (1) portable toilet for every additional one hundred fifty (150) people (or fraction thereof) onsite at any one (1) time, shall be considered the normal requirement, but may be reasonably adjusted by the City for specific events. The location of portable toilets and number of ADA compliant portable toilets shall be approved by the City.
- (b) All portable toilets shall be serviced a minimum of one (1) time per day for each day of the event. Any units located on public property shall be removed no later than twenty-four (24) hours after the conclusion of the event. Structures on the event site that have toilet facilities easily identified and readily available to the public, and require no charge to the public to have access or to utilize them may be used in the formula.

Sec. 4-115. Garbage pickup; servicing; fees.

- (a) The number and location of portable garbage cans and dumpsters located on the property on which the special event is conducted shall be determined by the City.
- (b) The formula for determining the number of portable garbage containers shall be three (3) sixty-four (32)-gallon size containers for every fifty (50) persons attending the event, per day. There shall be a minimum of one (1) six-cubic-yard capacity garbage dumpster available onsite during the duration of the event. An additional four (4)-cubic-yard capacity dumpster shall be added for every three hundred (300) persons per day over one thousand five hundred (1,500). All portable containers on and off site shall be emptied a minimum of one (1) time per day for each day of the event. Dumpster(s) may be serviced as needed. All garbage containers temporarily located on public property shall be removed no later than twenty-four (24) hours after the

conclusion of the event. Garbage container and dumpster pickup fees shall be the responsibility of the applicant(s). The above formula may be adjusted to allow for functionally equivalent garbage service. Dumpsters may be rented from the City as set by a fee schedule formula adopted by resolution. If dumpsters are attained from another source besides the City, they must be rear load dumpsters and the City is to be the sole provider of trash removal services not associated with construction activities unless they are in possession of a city business tax receipt to conduct such services.

- (c) The applicant shall be responsible for maintaining the event site and public property from trash, garbage, litter and any other debris within five hundred (500) feet of the boundaries of the property line on which the special event takes place. This responsibility shall extend from the first calendar day of the special event consecutively through the first twenty-four (24)-hour period after the last day of the special event. The property shall be maintained in the same or better condition existing prior to the commencement of the special event. The applicant is responsible for removing all remaining trash or debris gathered or relocated on the property as a result of the event. Uncontained accumulation of trash/debris is prohibited, and the City retains the right to remove accumulations and back charge the special event applicant for the cost incurred.

Sec. 4-116. Location of public parking; transportation services.

The applicant shall be responsible for submitting a site plan sketch that allows for adequate public parking, and special event shall only be approved for those events with adequate onsite parking. The site plan sketch shall designate all available parking and proposed locations for temporary signage. Temporary parking signage shall be regulated pursuant to article VII of the Land Development Code. The formula for determining adequate available parking shall be the estimated number of attendees divided by two and one-half (2.5) people per car. Attention shall be given to traffic circulation and emergency access for police, fire, and medical personnel. The applicant(s) may be required to post approved signage at all designated parking and make allowances for the security of all parking areas during the duration of the event. All signs shall be removed within twenty-four (24) hours of the event closing. Written permission from property owners approving offsite parking shall be provided. The applicant(s) shall designate and maintain adequate and easily accessible parking location for all security, fire protection, and emergency medical services onsite. Failure to provide for adequate parking and/or transportation services, during the planning stages, shall be grounds for event disapproval. The parking formula may be adjusted by the City.

Sec. 4-117. Public street barricades/street closures/detours.

The City shall have the full authority to close any city street or roadway and/or the detour of all traffic flow on any city street or roadway in relation to the management of an approved special event. The applicant(s) is responsible for submitting a site plan sketch detailing the proposed street closure. Approved barricades and temporary signage for approved locations shall be provided by the applicant, subject to city approval. Barricades may be supplied by the City at the designated rate as specified by a Fee Schedule adopted by resolution of the City Commission. It shall be the responsibility of the applicant to provide setup and breakdown of barricades and temporary signage; if not city property; at the approved times as determined by the City.

The City shall have the authority to request from the State road closures for any State-owned roadways for the purposes of special events in designated time frames.

Sec. 4-118. Emergency vehicle access.

Access, traffic lanes, and parking for emergency vehicles shall be determined and approved by the City Manager and/or his/her designee, Chief of Police, and Fire Chief when deemed necessary; and in accordance with all state, federal regulations.

Sec. 4-119. Pedestrian traffic access.

Pedestrian traffic access from parking areas to the event involving the crossing of a major thoroughfare may require additional traffic control measures to be implemented as determined by the City.

Sec. 4-120. Temporary structures; integrity, height, location.

It shall be the responsibility of the applicant of the special event to ensure that the structural integrity of all temporary structures erected for the special event are safe, structurally sound and adequately based on the number of persons specified to use the structure(s). The location of all temporary structures, erected for the purpose of the special event, shall be approved by the City and shall not be located as to damage the environment or to create safety concerns. All temporary structures shall be properly anchored against the possibility of strong weather conditions. Temporary structures, if deemed necessary will be inspected and approved by the City or their representatives.

Sec. 4-121. Location of staff management headquarters/telephone numbers/sound system location/uniform identification.

Applicant shall be responsible to provide the City with the location of the special event management staff headquarters and contact information during the event and after hours for emergency situations. Name(s) of onsite contact person(s) and telephone number(s) shall be collected in the SEA. Applicant(s) staff personnel shall wear identification (shirts, badges, or other easily identifiable means) to indicate event staff affiliation during the open hours of the event. Location of public address sound system shall be designated on the site plan sketch. Applicant must have a designated person in charge of the event at all times.

Sec. 4-122. Number and location of special needs.

Specific proposed locations shall be designated on the site plan sketch to ensure accessibility. This shall include such items as launching areas for watercraft, pet and animal attractions, active equipment operations, car shows, and any other activities unique to the special event.

Sec. 4-123. Temporary signs/banners.

Temporary signs and banners shall be regulated pursuant to article VII of the Land Development Code.

Sec. 4-124. Promotional visual effects.

All special lighting and/or visual effects such as high-powered sky lighting units or fireworks attractions must be approved by the City. The location of visual effects shall also be approved by the City.

Sec. 4-125. Miscellaneous requirements.

- (1) *Inspections to ensure compliance.* The City may initiate safety and/or complaint inspections. The inspections are to ensure compliance by the applicant and all associated applicants, owners, itinerant merchants and their special event staff.
- (2) *Permits—Other.* All federal, state and city-required permits (Department of Environmental Protection, Department of Transportation, Division of Alcoholic Beverages and Tobacco, Federal Aviation Administration, fire permits, etc.) shall be obtained by the applicant and provided to the City if deemed necessary five (5) business days before the special event.
- (3) *Accessibility for people with disabilities.* All applicable laws and requirements for accessibility and accommodations shall be met by the applicant(s) regarding structures, site locations, and event activities. This will be noted in the site plan sketch. It shall be the applicant's responsibility to comply with state and federal access requirements, including parking and sanitation needs.
- (4) *Late fees.* Any outstanding balances due the City from the event applicant, later than thirty (30) days after the last day of the event, will be subject to late fees as established by a fee schedule formula

adopted by resolution by the City Commission. No new permit shall be issued to an applicant/organization with past due amounts.

Sec. 4-126. Penalties and enforcement.

Any person violating any of the provisions of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00). Each incident or separate occurrence of any act that violates this article shall be deemed a separate offense. In addition to the penalties provided under this section, violators of this article shall be subject to any other appropriate civil or criminal action provided by law in a court of competent jurisdiction, including, but not limited to, injunctive relief and code enforcement under F.S. ch. 162.

Sec. 4-127. 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 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. 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 4-110 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.

Secs. 4-128—4-160. Reserved.



Staff Report

City Commission Regular Meeting

November 13, 2025



To: City Commission

From:

Meeting Date: November 13, 2025

Item Name: Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. (Second/Final Reading)

Background:

This item passed first reading at the September 25, 2025 meeting. City staff were directed to research and prepare building access regulations that maintain a safe, orderly environment on city-owned, controlled, and leased property. Due to the enforceability of this item, the regulation comes before the Commission as an Ordinance instead of a Resolution.

The Ordinance recognizes the City's authority to create building access regulations based on the property's intended use and its classification that are consistent with decisions of the United States Supreme Court. City buildings will be regulated as nonpublic forums and limited public forums. Staff recommended that a visual guide establishing forums be included in the ordinance, attached as exhibits. In addition to these exhibits, the City Manager shall manage public access to City buildings, and shall employ appropriate measures to implement the proposed ordinance.

The proposed ordinance has been reviewed by the City Clerk, City Manager, and the City Attorney.

Fiscal Impact:

Staff does not anticipate a fiscal impact.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-20.

Attachments:

1. Ordinance 2025-20
2. Exhibits to Ordinance 2025-20
3. Affidavit 2025-19 and 20

ORDINANCE NO. 2025-20

AN ORDINANCE BY THE CITY OF FLAGLER BEACH AMENDING THE FLAGLER BEACH CODE OF ORDINANCES, CHAPTER 14 BY CREATING SECTION 14-14, PUBLIC ACCESS TO CITY BUILDINGS, PROVIDING FOR RECOGNITION THAT CERTAIN AREAS OF CITY BUILDINGS REQUIRE REGULATION OF PUBLIC ACCESS TO PROVIDE FOR THE SECURITY AND PRIVACY OF PUBLIC VISITORS, CITY EMPLOYEES, AND CITY OFFICIALS AND MINIMIZE POTENTIAL DISRUPTIONS OF THE WORK OF CITY GOVERNMENT; CLASSIFYING CERTAIN FORUM AREAS WITHIN CITY BUILDINGS; AUTHORIZING THE CITY MANAGER TO MANAGE PUBLIC ACCESS TO CITY BUILDINGS BY CLASSIFYING FORUM AREAS AND IMPLEMENTING MEASURES TO SEPARATE FORUM AREAS, REGULATE ACCESS AND ENSURE SECURITY AND PRIVACY; PROVIDING FOR VIOLATIONS FOR UNAUTHORIZED ACCESS OR DISRUPTION BEHAVIOR WITHIN NONPUBLIC AND LIMITED PUBLIC FORUMS; PROVIDING THE AUTHORITY TO ISSUE TRESPASS WARNINGS; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach may lawfully designate the degree of public access within City-owned, controlled, and leased property according to the purpose and use of areas within such property; and

WHEREAS, the City Commission of the City of Flagler Beach seeks to maintain a safe and orderly environment on City-owned, controlled, and leased property which is conducive to the designated use of the areas within such City property and to the efficient rendering of public services; and

WHEREAS, the City Commission seeks to discourage unlawful, unsafe, destructive, harassing, or otherwise prohibited activity on City property that interferes with the designated use of the areas within such City property and to the efficient rendering of public services; and

WHEREAS, the City Commission recognizes that the public has certain constitutionally protected rights within designated public forums and limited public forums, such rights may be subject to reasonable regulation within nonpublic forums; and

WHEREAS, the City Commission finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the **City Commission** of the **City of Flagler Beach**, **AS FOLLOWS**.

SECTION 1. AMENDMENTS

Chapter 14, OFFENSES AND MISCELLANEOUS PROVISIONS is hereby amended as follows (Note: additions are shown as underline text, deletions are shown as ~~strikethrough~~, and portions of the Code that remain unchanged and which are not reprinted here are show as ellipses (***)).

* * *

Sec. 14.14. - City Buildings

a) Definitions.

City Manager shall mean for the purposes of this section, the City of Flagler Beach City Manager and/ or his designees.

City Buildings shall mean enclosed buildings or facilities owned, controlled, or leased by the City of Flagler Beach that the City utilizes for its purposes.

(b) Public Access to City Buildings.

Consistent with the decisions of the United States Supreme Court, public access within City Buildings may be restricted depending upon whether such areas are classified as "designated public forum", "limited public forum", or "nonpublic forum". How areas within City Buildings are classified is based upon their intended use. For example, there are certain areas which are intended primarily for the use of City employees in the conduct of their business; there are certain areas which, while primarily intended for the use of City employees in the conduct of their business, may from time to time be utilized for the convening of public meetings, there are certain limited areas which may be open to the public while engaging in legitimate business with City officers or employees; and there may be certain areas which are primarily intended for the convening public meetings. The following areas of City Buildings are deemed nonpublic forum or limited public forum areas:

1. *Nonpublic Forum.* All City employee work areas are designated nonpublic. The City Commission Chambers and conferences rooms in City Buildings shall be nonpublic forums, unless or until a public meeting is convened in such areas pursuant to public notice and only for the duration of such public meeting.
2. *Limited Public Forums.* All other areas within City Buildings shall be designated limited public forums. Accordingly, access shall be limited to individuals conducting legitimate public business with City Officers or employees.

Exhibits A through I shall establish Nonpublic and Limited Public Forums with in City-owned buildings.

In addition to the exhibits, the City Manager shall manage public access to all other City Buildings. The City Manager shall employ appropriate means to separate public forums from nonpublic forums including but not limited to the use of physical barriers and signage. The City Manager shall also have the authority to develop and implement procedures to regulate and control public access within City Buildings. These procedures shall be designed to maintain the security and privacy of public visitors, City employees and City officials and to minimize potential disruptions to the effective operation of City government.

This section is not intended to control access to a public place, characterized as a traditional public forum or a designated public forum in accordance with Federal law.

(c) The City Manager may have cause to remove any person who acts in a manner which:

1. Violates or is reasonably suspected to violate any federal, state, or local law, ordinance, rule, or regulation; or
2. Violates any City rules or policy, including but not limited to, any public facility rules or any directive on any sign or notice at the public property. The City Manager is authorized to warn a person engaged in prohibited activity as outlined in this section and request such activity to cease. If the person continues to engage in prohibited activity, the City Manager may request the person's immediate departure from the City property. Any person who fails to immediately vacate the property upon request shall be subject to a trespass warning. Law enforcement may, upon the City's request issue a trespass warning for violations of this section.

(d) It shall be a violation of this section to enter or otherwise be in a nonpublic forum or limited public forum area without authorization. Any person lawfully within a limited or nonpublic forum area that disrupts City government operations shall be deemed to have ceased conducting legitimate public business and forfeits the right to remain on the property. Any person found to be in a nonpublic forum area or limited public forum area without authorization and who fails to immediately vacate the area and/or the property upon request shall be subject to a trespass warning.

(f) Additional rules. Additional rules related to the specific functions or use of a City Building may be created and implemented by the City Manager.

* * *

SECTION 2. CODIFICATION.

the provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Flagler Beach, as additions or amendments thereto.

SECTION 3. SEVERABILITY.

Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 4. CONFLICTING ORDINANCES.

All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed

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 SEPTEMBER, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

125

126

127

128

129

130

131

132

133

134

135

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

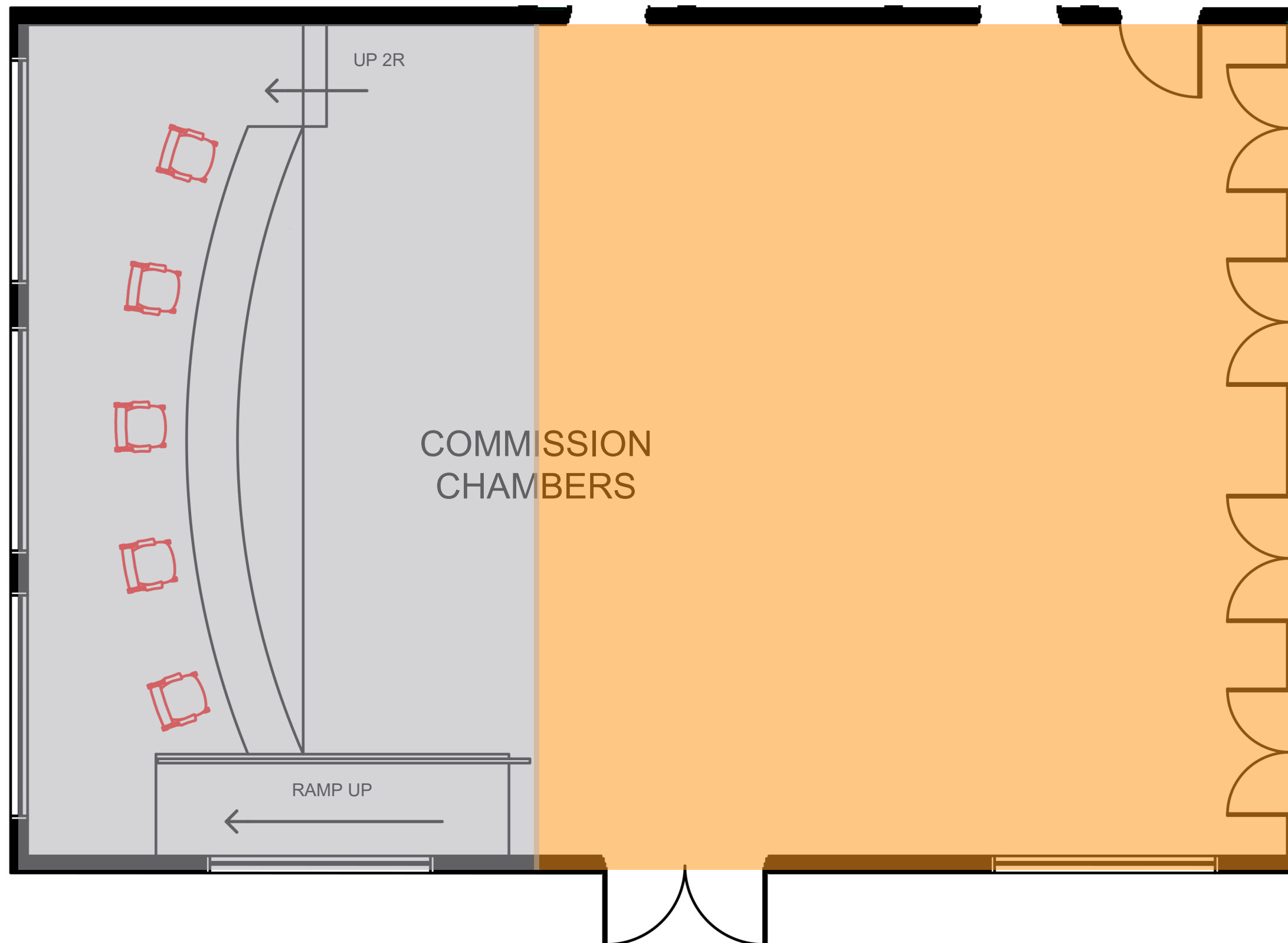
DRAFT



Legend

- Nonpublic Forums
- Limited Public Forums

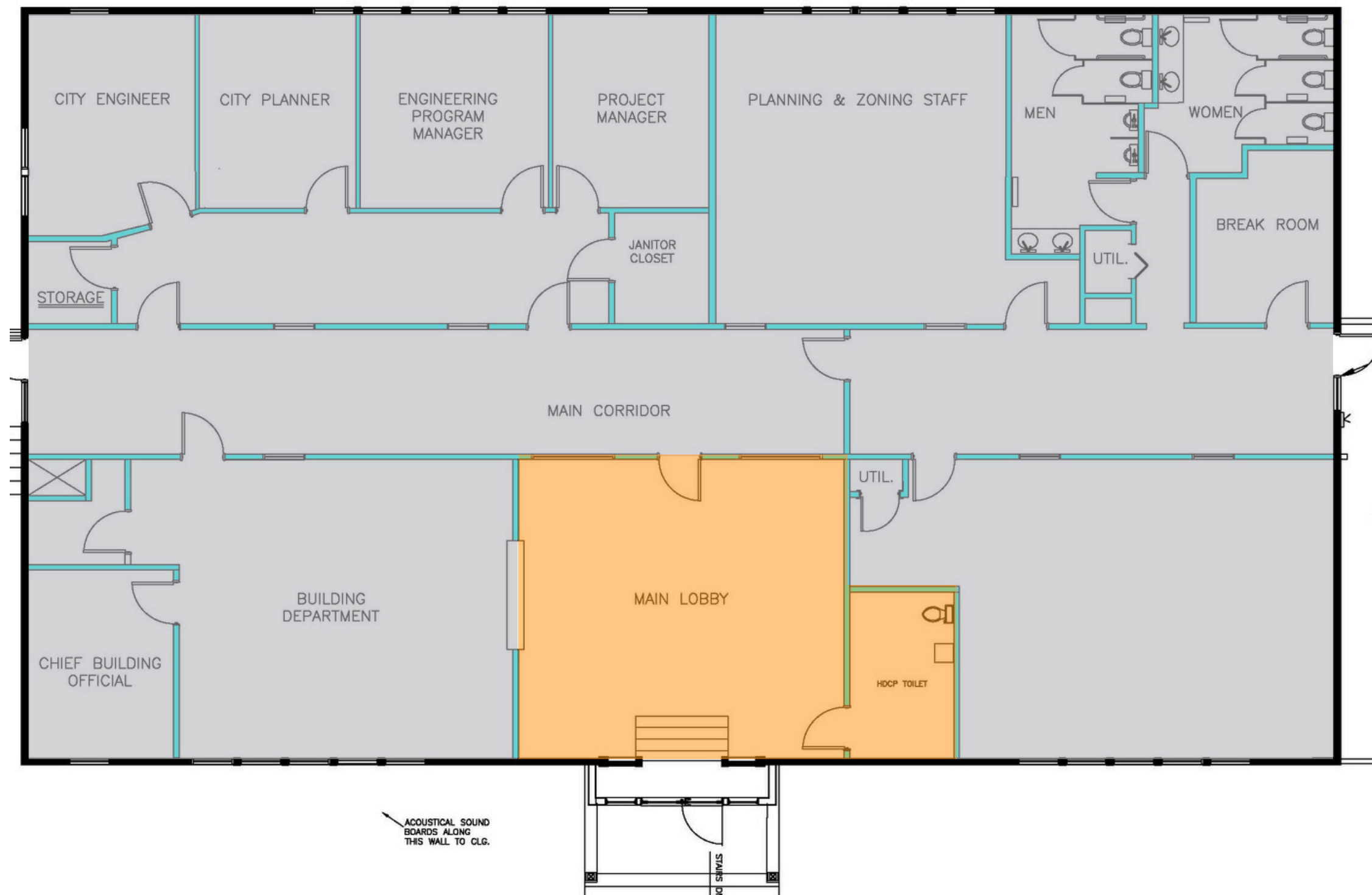
EXHIBIT A: CITY HALL



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT B: CITY COMMISSION CHAMBERS DURING PUBLIC MEETINGS



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT C: BUILDING DEPARTMENT - WICKLINE BUILDING



EXHIBIT D: FIRE DEPARTMENT

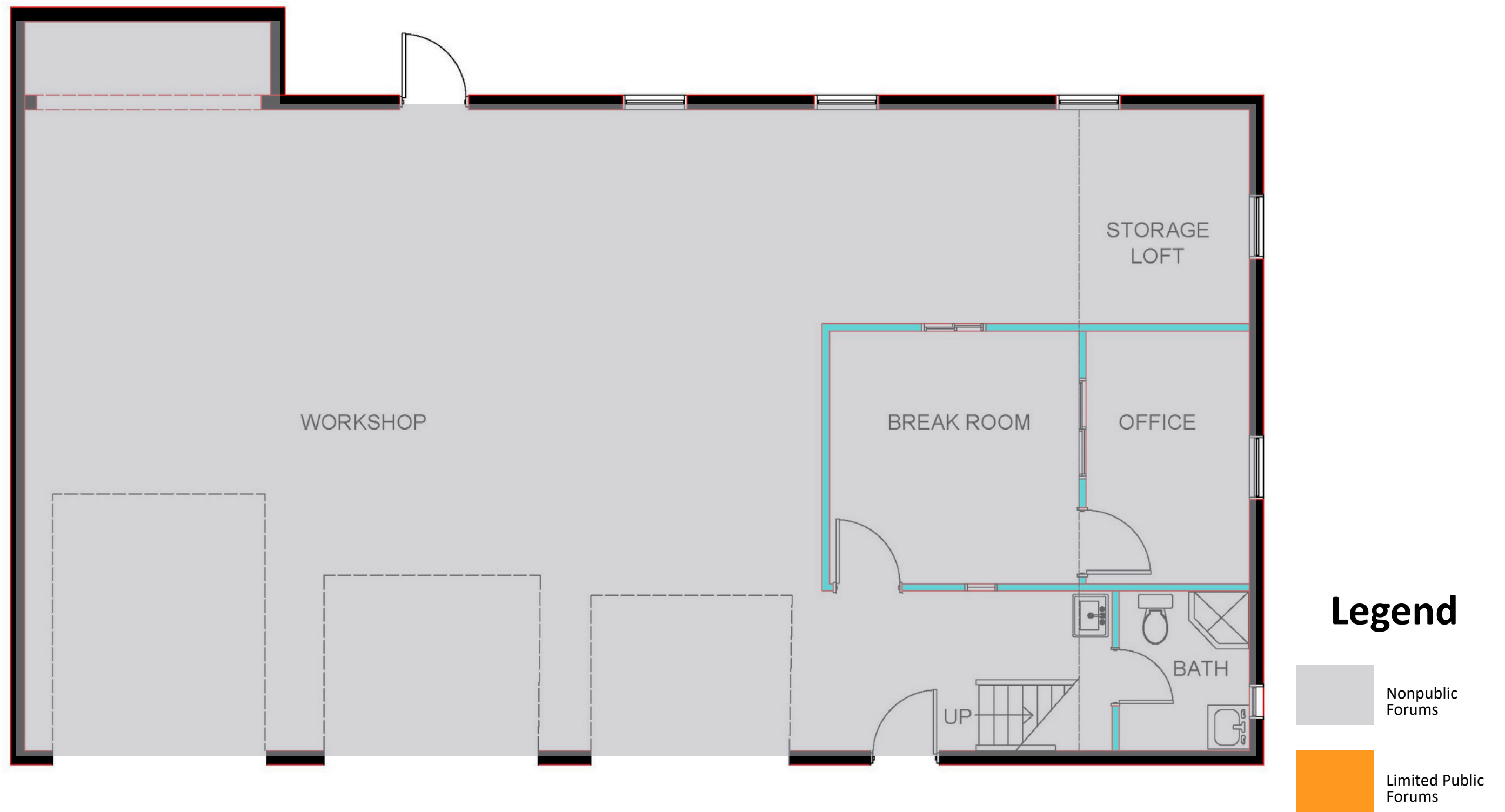
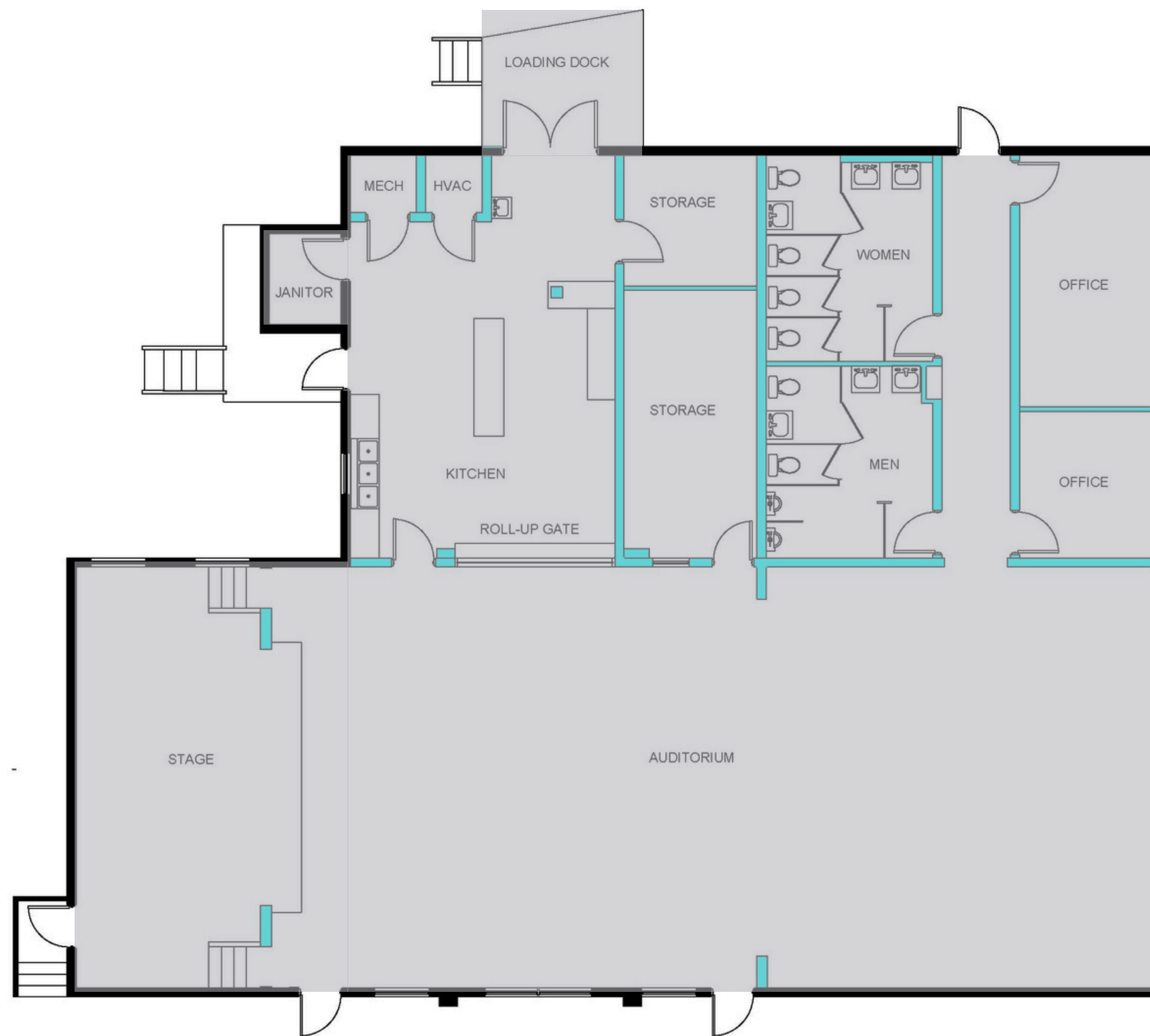


EXHIBIT E: MAINTENANCE SHOP



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT F: WICKLINE CENTER

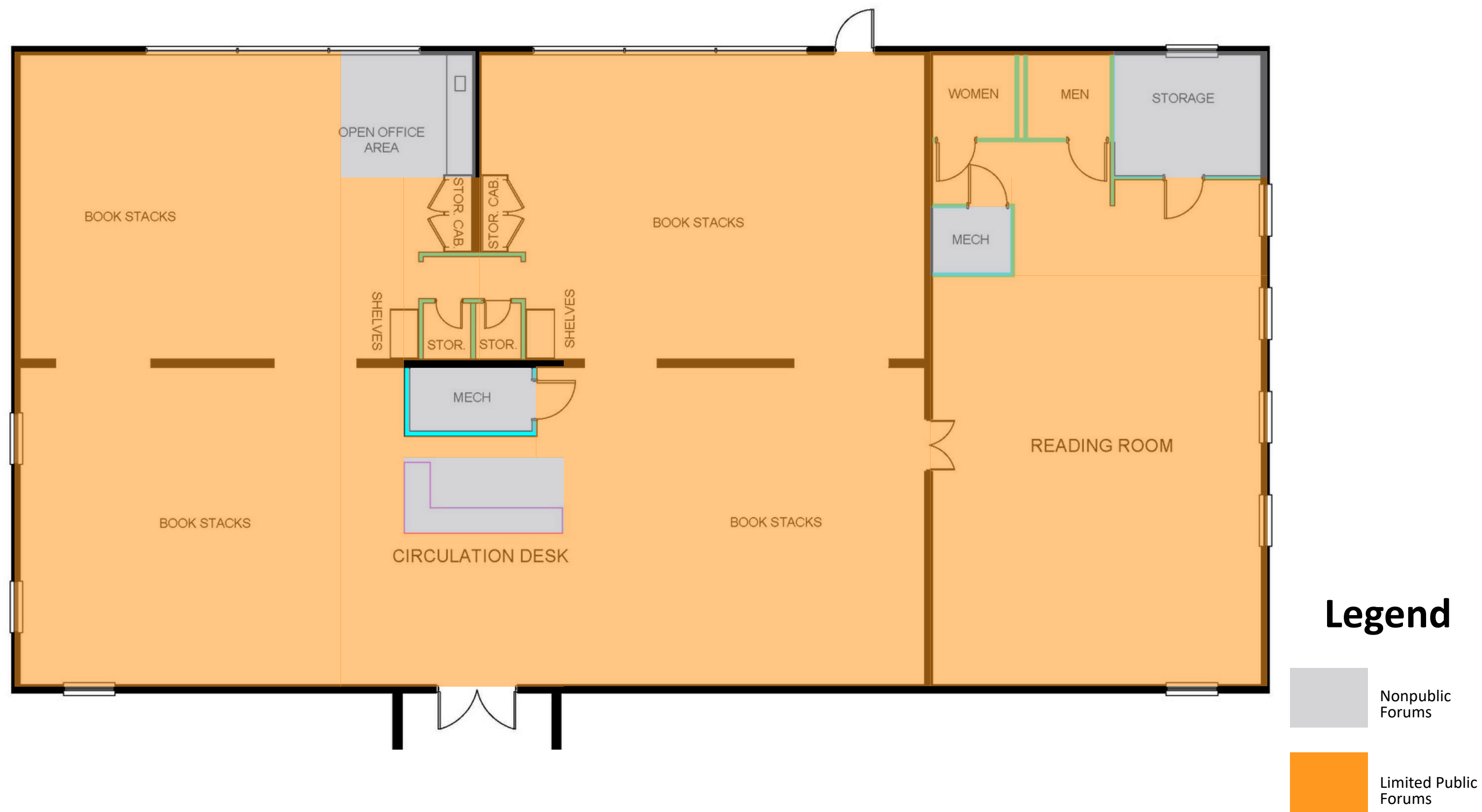
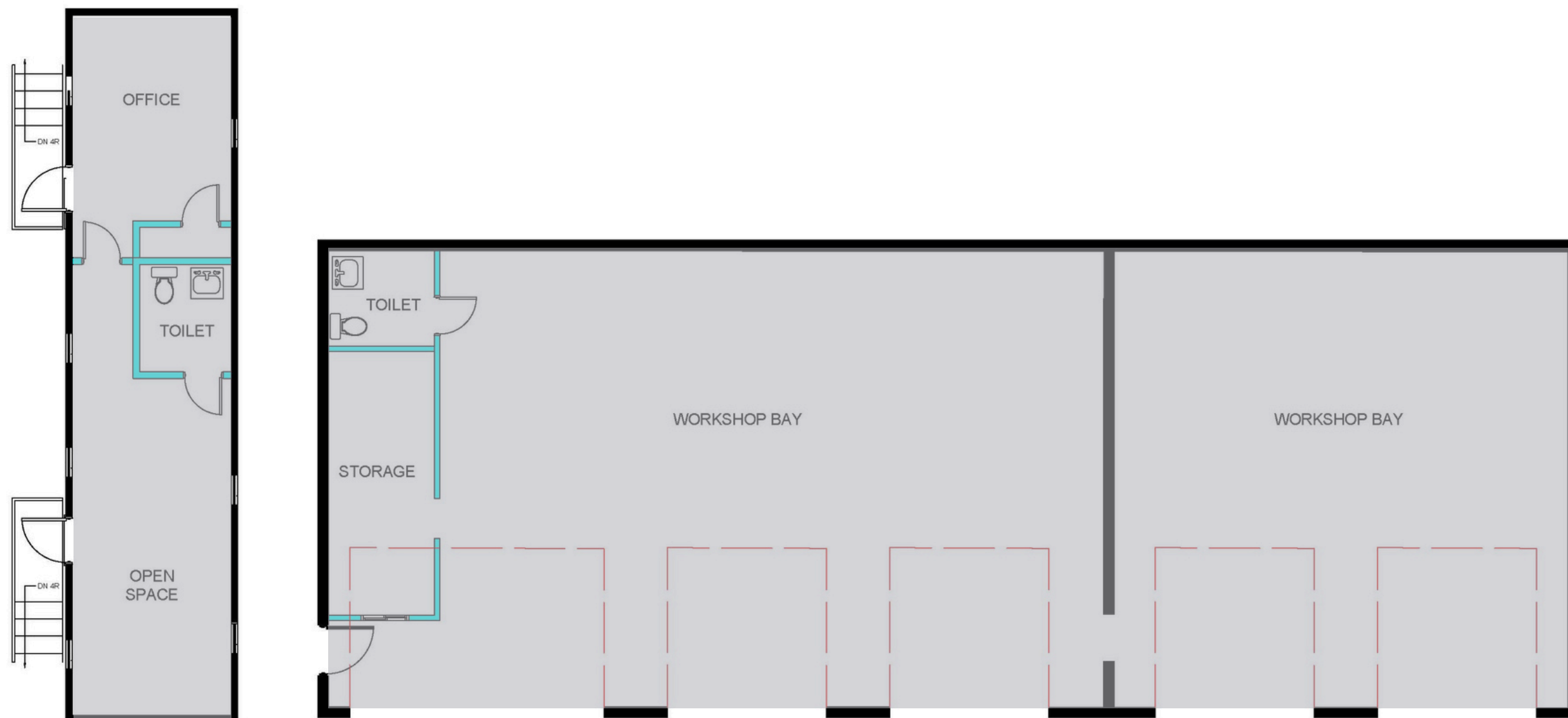


EXHIBIT F: FLAGLER BEACH LIBRARY



Legend

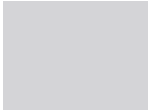
-  Nonpublic Forums
-  Limited Public Forums

EXHIBIT H: PUBLIC WORKS SHOP

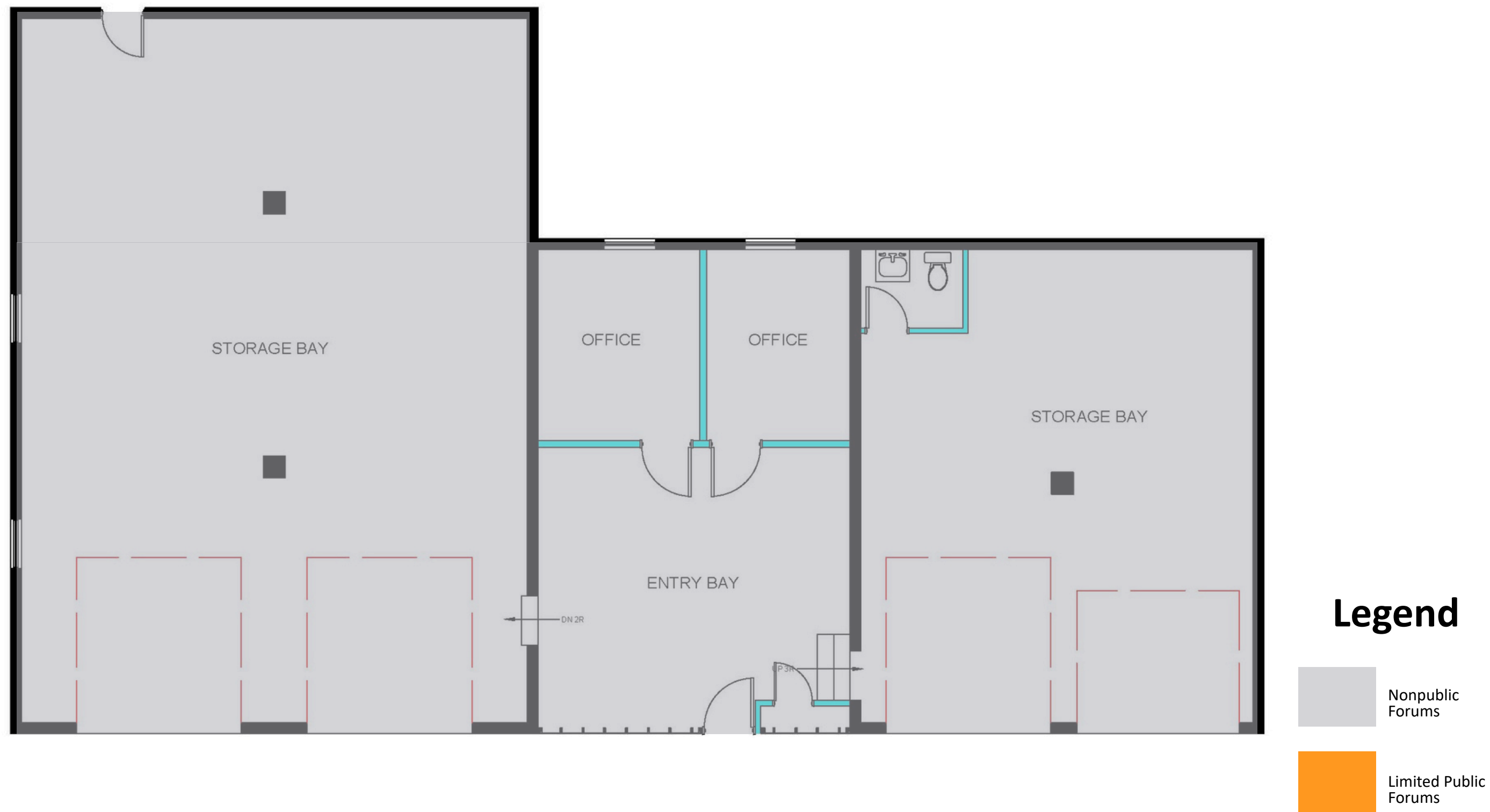


EXHIBIT I: OCEAN RESCUE BUILDING

PUBLIC NOTICE

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

Ordinance 2025-19

An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for codification, severability, conflict, and an effective date

Ordinance 2025-20

An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date.

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

City Commission: Thursday, November 13, 2025 @ 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 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal against 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.

Oct. 30

25-00395F