City Commission Regular Meeting Agenda

Thursday, January 22, 2026 at 5:30 PM

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

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**

3. **Proclamations and Awards**

4. **Deletions and changes to the agenda**

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

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

6. **Consent Agenda**

   a. Approve the January 08, 2026 Minutes.

7. **General Business**

   a. FY26 Quarter 1 - Quarterly Financials.

   b. Resolution 2026-02. A Resolution by City Commission of the City of Flagler Beach, Florida, approving an intergovernment cooperative purchase based upon on a Contract between Pasco County and Bartow Ford, for the purchase of a 2026 Ford Expedition in an amount not to exceed $63,944.84; providing for conflict and an effective date.

   c. Pier Shade Structure and Fabric Color Selection — Review of Flagler Beach Branding Work Group Design Concept Board.

8. **Public Hearings**

   a. Pre-Annexation Agreement - Veranda Bay.

   b. Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property within the corporate and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit “A” and in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; in accordance with 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. Special Exception Application PSPE26-0001: Parcel ID No. 12-12-31-4500-00380-0030; Applicant: Jason and Samantha Clark; Request for a Special Exception Use to build a two-family dwelling in the Low-Density Residential Zoning District.

9. Staff Reports

a. City Attorney

b. City Manager

c. City Clerk. Direction regarding Jt. Cities & County Meeting Scheduled for February 04, 2026.

10. Commission Comments

a. Commission comments, including reports from meetings attended.

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

11. Adjournment

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

City Commission Regular Meeting Minutes

Thursday, January 8, 2026, at 5:30 PM

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

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1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:32 p.m.

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge to the Flag.

3. **Proclamations and Awards**

   a. Swearing in Officer Devin Torres — Deputy Chief Blanchette introduced and swore in Officer Torres, his brother pinned him.

   b. Excellence in Policing Award to Officer Michael D. Snyder - Presented by Sons of the American Revolution. John Feind, and Charles Hayes, Flagler Chapter Sons of the American Revolution and Northeast Chapter President, presented the award to Officer Snyder for his numerous DUI arrests and commitment to the Community. Chief Doughney was awarded a Good Citizenship Award.

   c. Proclamation acknowledging the retirement of Chief Matthew P. Doughney. Deputy Chief Blanchette swore out Chief Matthew Doughney. Mayor King read a proclamation honoring Chief Doughney.

4. **Deletions and changes to the agenda.** Item 7 C was removed from the agenda.

5. **Public comments regarding items not on the agenda.** Darryl Reynolds spoke of the over 200 lbs. of litter he and Keep Flagler Beach Beautiful picked up after the New Year event, he encouraged more volunteers and asked the Commission to consider a stricter littering law. Lastly, Mr. Reynold's suggested the local businesses to be more responsible for litter derived from their businesses. Kim Carney, District 3, County Commissioner, reported the Skate facility at Wadsworth Park has reopened as the renovations to the skate park and restrooms are complete. R.J. Santore questioned the testing of the infrastructure that the Veranda Bay Development is turning over to the City. Melanie Thompson spoke of a legal ad she saw regarding the Veranda Bay annexation.
Commissioner Cunningham agreed with Mr. Reynold's comments of the need for a stricter litter ordinance. Commissioner Cooley commented he has a copy of the ordinance posted in his store. The issue is that the officer must see the person litter; he suggested this be a discussion for a pre-meeting workshop. Commissioners Spradley and Sherman agreed with reviewing the Marion County litter ordinance. Mr. Martin responded to Mr. Santore's testing questions, stating the item would be back on the agenda when other documents are ready to present, and noted the testing results are in the possession of the City and have been reviewed.

6. **Consent Agenda**

   a. Approve the Workshop Minutes of December 4, 2025, and the Regular Meeting Minutes of December 11, 2025. Commissioner Belhumeur motioned to approve the consent agenda. Commissioner Cooley seconded the motion. The motion carried unanimously.

7. **General Business**

   a. Resolution 2025-95. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the proposal from McKim & Creed, Inc. for professional construction engineering and inspection (CEI) services

for the City's Wastewater Treatment Plant Biological Nutrient Removal Improvements Project; authorizing and executing all necessary documents; and providing for an effective date. Attorney Smith read the title of the Resolution into the record. Commissioner Cunningham questioned why there was only one response to the RFQ. Bill Freeman City Engineer responded advising the RFQ was advertised per our code requirements and only one submission was received. Penny Overstreet, City Clerk responded the package was distributed on Demand Star to numerous consultants, 19 firms had downloaded the RFQ, and it was posted to the website and distributed to subscribers of "Bid Postings" on the "Notify Me" module of the website. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. Motion by Commissioner Belhumeur to approve Resolution 2025-95. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.

b. Resolution 2026-01. A Resolution by the City Commission of the City of Flagler Beach to accept the lowest responsible quote solicited by the Facilities Department and authorize the purchase of one (1) JLG ET350 Tow-Pro Series Boom Lift from Southern States Toyota lift, in the amount of $34,999.00, providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. Todd Anderson, Project Manager, distributed a handout with additional information on different types of lifts. Commissioner Belhumeur suggested purchasing a new lift with the vehicle attached and bigger tires for traction. Commissioner Cunningham inquired regarding required training, certification, and safety requirements. Mr. Freeman responded OSHA safety requirements would be followed. Commissioner Cooley expressed opinion; he is not here to tell staff what equipment they need, there were monies approved in the budget for this purchase. Commissioner Belhumeur expressed opinion that the tow behind model is not practical for our uses. Discussion ensued regarding rental costs and other maintenance that could be performed if the equipment was in the department's inventory. No action was taken, Staff to resubmit the item with additional background information on rental costs and costs of hiring out the maintenance of tree trimming.

c. Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the Exhibits of the Bill of Sale attached hereto; providing for conflict and an effective date. This item was removed from the agenda.

d. Consider an appointment to the Personnel Advisory Review Board. Mr. Martin reviewed the vacancy and stated staff recommended appointment. Motion by Commissioner Belhumeur to appoint. Commissioner Spradley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

8. Public Hearings

a. Pre-Annexation Agreement - Summertown. Attorney Smith requested each Official disclose any new communications related to the annexation application and further asked if those communications would prevent them from making a fair and independent decision on tonight's proceedings. The Commissioners each reported there were no new substantial conversations, and they were able to make impartial decisions.

Ken Belshe, Developer, reviewed the highlights of the annexation request and stated they have made meaningful commitments based upon the Commission comments from the previous meetings. Mr. Belshe reported a recent commitment to work with Flagler County to create a buffer around Bulow Creek. Mr. Belshe respectfully urged the City Commission to approve the annexation request tonight.

Sarah Spector, Assistant Flagler County Attorney, and Adam Mengal, Flagler County Growth Management Director, acknowledged the amendments the developer has added, as well as suggesting additional requirements such as exceeding the St. Johns River Water Management District's stormwater requirements. Ms. Spector noted a typographical error in exhibit "C" to the Future Land Use Ordinance.

Attorney Chiumento advised his client is agreeable to amend the table on page 5 of 21 to say 1640 units or 3.0 units /ac whichever is less. Discussion ensued regarding the Developer's offer to sell the property around Bulow Creek to Flagler County. The Commission inquired if there could be language added to the Pre-Annexation agreement about the purchase. City Attorney Smith advised we cannot legally ask them to include that type of language. Attorney Chiumento reported it is still not clear how much funding the County has in their coffers to purchase the land, they have spoken of Florida Forever Grants and other avenues of funding , but nothing is solidified, my client has a fair price for the property. A good faith effort has been made at this point; it is in the County's hands as to the purchase. Mr. Belshe spoke about his meeting with Commissioner Dance and Administrator Petito. Sarah Spector, Assistant County Attorney, reported the Counties Land Acquisition team met yesterday and moved this purchase to the top priority. They submitted a Blueway application, and they have ESL Funds and are looking at other funding opportunities. The County is interested in pursuing the purchase.

Chairman Sherman opened public comments. Kim Carney, Flagler County Commissioner, thinks the City needs to perform a fiscal analysis and not depend on the developer. Robert Brockman, County Resident, suggested Mr. Belshe give the property to the County. John Tanner, County Resident, feels the County should build a WWTP for the City. Bren Newton, County Resident, wants all references of the 1,100 acres donated to the County removed from the development agreement. Brett Spitalny, City Resident, spoke of the Live Local Bill and inquired if there is a buffer on SR 100. Toby Toven, County Resident, spoke against the annexation. Bob Billows, President Flagler County Chamber of Commerce, spoke in favor of the annexation. Matt Hathaway, County Resident, Sandra Shulties, County Resident and R.J. Santore, City Resident, suggested tabling the ordinances. David Wheelen, Contractor, feels annexing it will protect it and it will be developed under our rules. Scott Sowers, Contractor, pro annexation. Sandra Nietubic, City Resident spoke of stormwater concerns, Paul Eik, City Resident, spoke in favor of the annexation, Caleb Hathaway, County Resident, opposed to annexation, Barbara Revels, City Resident opposed to building in the AE Flood Zone, Jay Gardner, City Resident, spoke in favor of the annexation, Melanie Thompson, County Resident, opposed to the annexation, Brett Barnes, County Resident, supported of the annexation. Chairman Sherman closed public comments.

Sarah Spector, Assistant County Attorney, suggested adding to Section 10, a 2-year period for the County to purchase the property. Andy Dance, Flagler County Commissioner, inquired to Mr. Belshe if they would be grandfathered in for their consumptive use permit. Mr. Belshe responded no.

The discussion returned to the County purchasing the property abutting Bulow Creek. Commissioner Spradley suggested a 3rd party appraisal if no agreement on price is reached. Commissioner Cooley asked Commissioner Dance if he is willing to propose a resolution to be adopted by the County saying they are going to pursue the purchase of the Bulow Creek land. Mr. Dance responded the County has revamped the application sent to Florida Forever, the commitment was for 2 years, if they can't do it we go back to ESL and they require 2 appraisals. Attorney Smith reiterated; you have no ability to bind the County with only one member here being a party to that agreement. Attorney Smith responded to Mr. Tanner's comment suggesting the developer is required to construct a Wastewater Treatment Plant for the City, stating we are no longer taking about the GIN Corporations agreement with the County.

Chairman Sherman recessed the meeting at 8:34 p.m.
Chairman Sherman resumed the meeting at 8:46 p.m.

Attorney Chiumento spoke regarding the sensitive land sale offered to the County. After consulting with his client, he can only offer good faith that we would sell the County the land. There are too many variables, and we cannot bind the County to buy it, there is no good solution. County Commissioner Dance responded from beginning it has been a two-year commitment, we have submitted a Florida Forever Grant application.

Lupita McClenning, City Planner, stated the annexation is consistent with the City's Comprehensive Plan.

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 - (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Discussion of possible amendments ensued.

Motion by Commissioner Belhumeur to approve Ordinance 2025-22 plus the pre-annexation agreement for Summertown. Commissioner Cooley seconded the motion.

Chairman Sherman opened to public comments. John Tanner referred to the 180 Water Agreement. Brent Newton, 1,100 acres should be removed from agreement and questioned whether the land was included in the required open space calculation. Lupita McClenning, City Planner, responded and spoke to the open space and what is considered and if it's passive or active. RJ Santore wants to table and questioned the State's initial response. Lupita McClenning responded three years ago the State thought this was Development of Regional Impact and it was/is not. When we transmitted the Large-Scale Future Land Use Map amendment we had a Master Plan Agreement that is not submitted to the State they did not know we had already established densities, they reviewed it at 17 units per acre. We had to correct them. Attorney Smith responded to Mr. Tanners' claims. Caleb and Matt Hathaway suggested the addition of the two-year threshold. Attorney Smith responded nothing vertical for two years unless that spine road cuts across it. Commissioner Cooley suggested removing the reference to the 1,100-acre donation to the County. Mr. Belshe responded it was simply a reference that this property started out as 2,000 acres and just noted that we gave 1,100 to the County. It was reiterated that the City is not considering that 1,100 acres in its determination of required open space. Attorney Smith suggested the addition of a whereas clause referencing the donation and that the City did not use this open space in its calculation. Chairman Sherman closed public comments.

Commissioner Belhumeur amended his motion to include Whereas the City of Flagler Beach, Florida, has not relied upon the donation of 1,100 acres to Flagler County and the prior development approvals from the County to determine whether the City's standards for this development have been met. Commissioner Cooley amended his second. The amended motion passed 4 to 1, with Commissioner Cunningham voting no.

c. 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 - (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Attorney Smith noted the

typographical error mentioned in the previous discussion to change the I to a 1 in the table of Exhibit "C". Motion by Commissioner Belhumeur that we approve Ordinance 2025-25 as amended. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried 4 to 1, with Commissioner Cunningham voting no.

d. 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 - (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record.

Motion by Commissioner Belhumeur to approve the Ordinance 2025-26. Commissioner Cooley seconded the motion. Attorney Chiumento noted the amendment to the table on page 5 of 53 to read : 1,640 units or 3.0 units/ac whichever is less. Amendment to page 19 of 53 Section "G" That within three(3) years after development of Tract 1 and Tract II the opacity of the buffer shall be 80% as measured/viewed from John Anderson Highway. Commissioner Belhumeur amended his motion to reflect the previous amendments. Commissioner Cooley amended his second. The amended motion carried four to one, with Commissioner Cunningham voting no.

Attorney Smith requested a motion to reconsider Ordinance 2025-25, to correct the motion for the appropriate reference to the Comp Plan. Motion by Commissioner Belhumeur to reconsider Ordinance 2025-25. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no. Motion by Commissioner Belhumeur to amend Ordinance 2025-25 comprehensive plan reference to A.1.1.3.i. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.

Chairman Sherman recessed the meeting at 9:40 p.m.
Chairman Sherman reconvened the meeting at 9:46 p.m.

e. 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 (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Attorney Jay Livingston suggested the City initiate a rezoning for the driving range to change it to Recreation, this can be done while they are going though financing. Attorney Smith recommended language for the amendments. Motion by Commissioner Belhumeur to approve Ordinance 2025-28 as amended "Changing Section 3 of the Ordinance to Section 4 and adding a new Section 3 to read: Ocean Palms Golf Club, LLC, consents to the City processing a rezoning to make all property subject to this transaction Recreation zoned property and any necessary Comprehensive Plan Future Land Use Map amendment to effectuate such rezoning". Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried three to 2, with Commissioners Cunningham and Sherman voting no.

f. Ordinance 2025-29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix "A," "Land Development Regulations," establishing a process for the review of reasonable accommodation requests for certified recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date - (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Cooley to approve Ordinance 2025-29. Commissioner Spradley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman Closed public comments. The motion carried unanimously, after a roll call vote.

9. Staff Reports

a. City Attorney. None.

b. City Manager. Thanked staff and the Officials for the successful New Year's Eve event.

10. Commission Comments.

a. Commission comments, including reports from meetings attended. Commissioner Belhumeur commented FDOT is not maintaining the retention pond on the east side of the SR 100 bridge. Mr. Martin indicated he would notify FDOT of the concern.

b. Public comments regarding items not on the agenda. No comments were offered.

11. **Adjournment**. Commissioner Cooley put forth a motion to adjourn the meeting at 10:06 p.m.

_____

Attest: James Sherman, Chairman

_____

Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

January 22, 2026

To: City Commission
From:
Meeting Date: January 22, 2026
Item Name: FY26 Quarter 1 - Quarterly Financials.

Background:
FY26 Quarter 1 financial update.

Fiscal Impact:
No fiscal impact, informational only.

Staff Recommendation:
N/A

Attachments:
1. FY26 Q1 Financials Final - COFB

City of Flagler Beach
General Fund & Building Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

General Fund & Building Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 9,547,350		$ 9,440,004	$ 9,440,004		
Revenue:							
Property Tax, Sales & Use Tax - Dept 3100	$ 7,707,318	$ 2,429,506	32%	$ 8,460,407	$ 6,088,541	72%	$ (2,371,866)
License and Permits - Dept 3200	$ 254,950	$ 46,995	18%	$ 259,000	$ 48,789	19%	$ (210,211)
Intergovernmental - Dept 3300	$ 773,311	$ 174,427	23%	$ 747,876	$ 206,316	28%	$ (541,560)
Other local sources (Charges for services/ Fines and Forfeitures/ Misc Revenue) Depts 3400-3600	$ 642,100	$ 278,130	43%	$ 2,270,054	$ 324,069	14%	$ (1,945,985)
Encumbered to Fund Balance/Transfer from Capital Dept 3800	$ 1,908,600	$ -	0%	$ 516,000	$ -	0%	$ (516,000)
License & Permits - Building Fund - Dept 3200	$ 609,200	$ 176,939	29%	$ 307,900	$ 82,323	27%	$ (225,577)
Misc. Revenue - Building Fund - Dept 3600	$ 10,000	$ 3,100	31%	$ 18,270	$ -	0%	$ (18,270)
Transfer from Fund Balance Building Fund - Dept 3800	$ 275,471	$ -	0%	$ 596,728	$ -	0%	$ (596,728)
Total Revenues	$ 12,180,950	$ 3,109,096	26%	$ 13,176,235	$ 6,750,038	51%	$ (6,426,197)
Expenditures:							
Commission	$ 113,866	$ 21,130	19%	$ 133,291	$ 36,426	27%	$ 96,865
Executive	$ 237,286	$ 75,614	32%	$ 233,651	$ 62,699	27%	$ 170,952
City Clerk	$ 271,836	$ 73,255	27%	$ 250,206	$ 66,870	27%	$ 183,336
Human Resources	$ 174,443	$ 37,148	21%	$ 173,200	$ 43,591	25%	$ 129,609
Finance	$ 387,687	$ 65,075	17%	$ 391,322	$ 106,863	27%	$ 284,459
Legal	$ 233,500	$ 27,824	12%	$ 190,000	$ 23,659	12%	$ 166,342
Facilities	$ 754,298	$ 217,021	29%	$ 783,479	$ 154,612	20%	$ 628,867
General Government	$ 655,063	$ 390,113	60%	$ 567,805	$ 343,138	60%	$ 224,667
Police	$ 2,852,096	$ 725,147	25%	$ 3,196,477	$ 838,287	26%	$ 2,358,190
Victim's Advocate	$ 146,238	$ 33,612	23%	$ 145,074	$ 39,294	27%	$ 105,780
Fire	$ 1,453,392	$ 452,434	31%	$ 1,493,144	$ 462,302	31%	$ 1,030,842
Planning & Zoning	$ 422,736	$ 74,190	18%	$ 573,006	$ 122,441	21%	$ 450,565
Fund Expense - Transfer to Capital/Contingency	$ 2,205,569	$ -	0%	$ 2,689,344	$ (5,979)	0%	$ 2,695,323
Information Technology	$ 272,915	$ 93,097	34%	$ 267,908	$ 52,371	20%	$ 215,537
Roads & Streets	$ 573,949	$ 77,842	14%	$ 512,972	$ 95,200	19%	$ 417,772
Library	$ 197,949	$ 70,101	35%	$ 197,572	$ 47,516	24%	$ 150,056
Museum	$ 8,560	$ 752	9%	$ 9,960	$ 833	8%	$ 9,127
Recreation	$ 495,956	$ 97,757	20%	$ 444,926	$ 111,129	25%	$ 333,797
Building Fund - Dept 5242	$ 894,671	$ 131,273	15%	$ 922,898	$ 137,770	15%	$ 785,128
Total Expenditures	$ 12,352,010	$ 2,663,384	22%	$ 13,176,235	$ 2,739,022	21%	$ 10,437,213
Transfers out	$ -	$ -	0%	$ -	$ -	0%	$ -
Net Change in Fund Balance	$ (171,060)	$ 445,712		$ -	$ 4,011,016		
Fund balance, Ending	$ 9,376,290	$ 9,993,062		$ 9,440,004	$ 13,451,020		
Restricted Reserves		$ 6,295,865			$ 6,799,534		
Emergency Fund Balance Policy - 25% General Fund Only		$ 2,821,570			$ 3,063,334		
Estimated Undesignated Fund Balance		$ 875,627			$ 3,588,152	*Unaudited*	

Summary Points:
1. Financial position remains strong, with an estimated ending fund balance of $3.5 million and a $4.01 million increase year-to-date.
2. Revenues are tracking well, led by property, sales, and use taxes at 72% of budget; other revenues are primarily timing-related.
3. Spending is conservative, with total expenditures at just 21% of budget across departments.
4. Reserves exceed policy requirements, maintaining compliance with the 25% emergency fund balance policy and providing financial stability.

Note for ALL funds:
*** FY26 Q1 ending fund balance is estimated until FY25 audit is complete.**

City of Flagler Beach
CRA Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

CRA

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 629,567		$ 444,508	$ 444,508		
Revenue:							
Property Tax, Sales & Use Tax - Dept 3100	$ 607,777	$ 604,498	99%	$ 701,725	$ 404,348	58%	$ (297,377)
License and Permits - Dept 3200	$ 1,000	$ -	0%	$ 2,000	$ -	0%	$ (2,000)
Intergovernmental - Dept 3300	$ 170,000	$ -	0%	$ -	$ -	0%	$ -
Transfer from Fund Balance/Interest Earned - Dept 3600	$ 285,000	$ 2,395	1%	$ 233,711	$ 3,854	2%	$ -
Total Revenues	$ 1,063,777	$ 606,893	57%	$ 937,436	$ 408,202	44%	$ (529,234)
Expenditures:							
Fund Expense - Dept 5391	$ 521,267	$ 1,028	0%	$ 192,327	$ 35,414	18%	$ 156,913
Redevelopment Grants - Dept 5391	$ 65,000	$ 5,000	8%	$ 50,000	$ 15,000	30%	$ 35,000
Debt Service - Dept 5391	$ 74,779	$ -	0%	$ 75,109	$ -	0%	$ 75,109
Capital Improvements - Dept 5391	$ 577,731	$ -	0%	$ 620,000	$ -	0%	$ 620,000
Total Expenditures	$ 1,238,777	$ 6,028	0%	$ 937,436	$ 50,414	5%	$ 887,022
Transfers out	$ -	$ -	0%	$ -	$ -	0%	$ -
Net Change in Fund Balance	$ (175,000)	$ 600,865		$ -	$ 357,788		
Fund balance, Ending	$ 454,567	$ 1,230,432		$ 444,508	$ 802,296		
Restricted Reserves		$ -			$ -		
Estimated Undesignated Fund Balance		$ 1,230,432			$ 802,296	*Unaudited*	

Summary Points:
1. CRA fund balance remains positive, ending the quarter at $802,296, with a net increase of $357,788 from the beginning of the fiscal year.
2. Revenues are primarily tax-driven, with $404,348 collected, or 58% of budget; remaining variances are largely timing-related.
3. Expenditures are minimal at this stage, totaling $50,414, or 5% of the annual budget, as capital improvement expenses haven't yet incurred.
4. CRA resources remain available for planned redevelopment, with a strong fund balance supporting future grants, debt service, and capital projects.

City of Flagler Beach
Capital Reserve Fund
Revenue and Expense by Fund
For the 3 months ended December 31, 2025

Capital Reserves Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ -		$ 181,114	$ 181,114		
Revenue:							
Intergovernmental - Dept 3300	$ -	$ -	0%	$ 317,502	$ 100,000	31%	$ (217,502)
Misc. Revenue - Dept 3600	$ 12,641	$ 12,641	100%	$ -	$ -	0%	$ -
General Fund - Dept 3800	$ 476,250	$ -	0%	$ 1,349,933	$ -	0%	$ (1,349,933)
CRA- Dept 3800	$ 577,731	$ -	0%	$ 620,000	$ -	0%	$ (620,000)
Building Code - Dept 3800	$ 18,750	$ -	0%	$ 35,816	$ -	0%	$ (35,816)
Total Revenues	$ 1,085,372	$ 12,641	1%	$ 2,323,251	$ 100,000	4%	$ (2,223,251)
Expenditures:							
General Fund - All Depts	$ 488,891	$ 19,441	4%	$ 1,497,435	$ 316,702	21%	$ 1,180,733
CRA	$ 577,731	$ -	0%	$ 790,000		0%	$ 790,000
Building Code	$ 18,750	$ -	0%	$ 35,816	$ 35,816	100%	$ -
Total Expenditures	$ 1,085,372	$ 19,441	2%	$ 2,323,251	$ 352,518	15%	$ 1,970,733
Transfers In	$ -	$ -	0%	$ -	$ -	0%	$ -
Net Change in Fund Balance	$ 0	$ (6,800)		$ -	$ (252,518)		
Fund balance, Ending	$ 0	$ (6,800)		$ 181,114	$ (71,403)	*Unaudited*	

Summary Points:
1. Capital Reserves ended the quarter with a balance of ($71,403), reflecting planned early-year spending ahead of transfers.
2. Revenues are at 4% of budget, with $100,000 received from intergovernmental sources; remaining revenues are expected later in the fiscal year.
3. Expenditures total $352,518, or 15% of budget, primarily related to General Fund capital-eligible costs and Building Code expenses.
4. Fund activity is timing-related, with budgeted transfers still pending, and no concerns identified at this stage.

Capital Fund Spend 25/26

PROJECT IN PROGRESS | PROJECT COMPLETED | ON COMMISSION MEETING AGENDA

Project #	Name	Fund	Funding Source	Budget 25/26	YTD Expense	Percent	Budget Variance	Comments
558	Facilities - Air Conditioning Units	General	Unrestricted GF	24,000	0	0%	24,000	
556	Facilities - Bucket Truck	General	Unrestricted GF	100,000	0	0%	100,000	
556	Facilities - Dump Truck	General	Unrestricted GF	100,000	10,225	10%	89,775	Dump trailer purchased.
563	Facilities - Park Improvements	General	Unrestricted GF	10,000	0	0%	10,000	Contractor is currently installing new fence at Palmetto Park and should be completed by 16 JAN
572	Facilities - Hydroplanks	General	24/25 Capital/Grant Funded	147,502	137,573	93%	9,930	Flood Planks purchase is completed and all materials are on-site. Contractor to begin first facility installation end of JAN
	Total Facilities			**381,502**	**147,797**	**39%**	**233,705**	
095	Police - Three Vehicles	General	Infrastructure Surtax Reserve	250,833	0	0%	250,833	Three of four vehicles have been received.
651	Police - Evidence Drying Cabinet	General	Unrestricted GF	0	8,324	0%	(8,324)	Need to complete BA from Police GF budget.
501	Police - Drones	General	Grant	0	0	0%	0	Drones on order. BA will need to be done for grant.
	Total Police			**250,833**	**8,324**	**3%**	**242,509**	
603	Fire - Fire Station Repairs	General	Infrastructure Surtax Reserve	117,000	72,930	62%	44,070	New Bay Door installation completed. Contractor proposal negotiations currently underway for Training Room Renovations
604	Fire - Painting of High Water Vehicle	General	Unrestricted GF	7,000	0	0%	7,000	Project will not be completed. Funds will be used for command vehicle.
604	Fire - Vehicle Replacement	General	Infrastructure Surtax Reserve / Fire Equip Reserve	59,000	0	0%	59,000	On 1/22/26 agenda.
	Total Fire			**183,000**	**72,930**	**40%**	**110,070**	
553	P&Z - Code Enforcement New Golf Cart	General	Unrestricted GF	11,000	10,500	95%	500	Golf cart received.
	Total Planning & Zoning			**11,000**	**10,500**	**95%**	**500**	
606	IT - New Server	General	Unrestricted GF	38,000	0	0%	38,000	
607	IT - City Wide Cameras	General	City Wide Camera Reserve	20,000	0	0%	20,000	
605	IT - BSA Cloud Version Update	Multi	Fund split across departments	68,100	0	0%	68,100	Go live February.
	Total IT			**126,100**	**0**	**0%**	**126,100**	
567	Roads & Streets - Paving & Sidewalks	General	Reserves/ Unrestricted GF	287,000	71,581	25%	215,419	Street Paving on S. Central Notice to Proceed was given, work to commence early February.
610	Roads & Streets - Vehicle Replacement	General	Unrestricted GF	20,000	0	0%	20,000	
618	Roads & Streets - Bridge Lighting	General	Bridge Lighting Reserve	203,000	0	0%	203,000	
	Total Roads & Streets			**510,000**	**71,581**	**14%**	**438,419**	
611	Library - Exterior Rehab	General	Unrestricted GF	25,000	0	0%	25,000	
	Total Library			**25,000**	**0**	**0%**	**25,000**	
554	Recreation - ATV	General	Reserves/ Unrestricted GF	10,000	0	0%	10,000	
599	Recreation - Driveway Improvements	General	Reserves/ Unrestricted GF	0	770	0%	(770)	Rollover from prior year.
	Total Recreation			**10,000**	**770**	**8%**	**9,230**	
550	CRA - City Parking Lots	CRA	CRA Fund Balance	200,000	0	0%	200,000	DDS enterprises have ordered material to complete project for parking lot; material has a 12-week lead time and is scheduled to be installed early February.
553	CRA - Decorative Street Lamp Replacement (Installation Only) (30Yrs)	CRA	CRA	200,000	0	0%	200,000	Installation services to be procured once scope of work and new locations are determined
598	CRA - Veteran's Park Improvements	CRA	CRA	50,000	0	0%	50,000	
600	CRA - Wickline Playground Rebuild	CRA	FRDAP Grant / CRA	340,000	0	0%	340,000	Playground Equipment is procured and on-site delivery anticipated by end of JAN
	Total CRA			**790,000**	**0**	**0%**	**790,000**	
596	BCI - Vehicle	BCI	BCI Fund; 24/25 Capital	35,816	35,816	100%	0	Truck received.
	Total Building Code			**35,816**	**35,816**	**100%**	**0**	

City of Flagler Beach
Utility and Impact Fees Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

Utility and Impact Fee Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 39,902,397		$ 44,065,054	$ 44,065,054		
Revenue:							
Impact & Utility Misc Revenue - Dept 3600	$ 1,237,341	$ 272,823	22%	$ 2,409,000	$ 466,957	19%	$ (1,942,043)
Charges for Services - Dept 3400	$ 7,008,000	$ 1,301,057	19%	$ 6,879,000	$ 1,661,450	24%	$ (5,217,550)
Grant Revenue - Dept 3300	$ 5,426,936	$ -	0%	$ 4,573,677	$ -	0%	$ (4,573,677)
Fines - Dept 3500	$ 65,000	$ 10,523	16%	$ 65,000	$ 13,963	21%	$ (51,037)
Proceeds - SRF Loan - WWTP - Project 119	$ 25,000,000	$ -	0%	$ 26,777,000	$ -	0%	$ (26,777,000)
Transfer from Fund Balalnce - Dept 3800	$ 3,869,765	$ -	0%	$ -	$ -	0%	$ -
Total Revenues	$ 42,607,042	$ 1,584,404	4%	$ 40,703,677	$ 2,142,370	5%	$ (38,561,307)
Expenditures:							
WTP - Dept 5331	$ 3,374,672	$ 598,300	18%	$ 1,426,119	$ 258,290	18%	$ 1,167,829
Utility Debt Service - Dept 5331	$ 465,750	$ -	0%	$ 465,750	$ -	0%	$ 465,750
WWTP - Dept 5351	$ 29,055,493	$ 168,571	1%	$ 1,003,233	$ 197,266	20%	$ 805,967
Utility Debt Service - Dept 5351	$ 513,398	$ -	0%	$ 978,506	$ -	0%	$ 978,506
Utility Maintenance - Dept 5354	$ 4,183,961	$ 170,932	0%	$ 1,090,465	$ 177,828	16%	$ 912,637
Utility & Impact Fees - Fund Expense - Dept 5391	$ 1,381,144	$ 590,947	43%	$ 1,000	$ -	0%	$ 1,000
Utility & Impact Fees - Capital Projects - Dept 5391	$ 786,957	$ 86,103	11%	$ 1,423,404	$ 622,054	0%	$ 801,350
Utility & Impact - Depreciation - Dept 5391	$ 2,553,399	$ -	0%	$ 1,801,821	$ -	0%	$ 1,801,821
Utility & Impact - Reserve for Contingency - Dept 5391	$ 928,739	$ -	0%	$ 32,513,379	$ -	0%	$ 32,513,379
Total Expenditures	$ 43,243,513	$ 1,614,852	4%	$ 40,703,677	$ 1,255,439	3%	$ 39,448,238
Net Change in Fund Balance	$ (636,471)	$ (30,448)		$ -	$ 886,931		
Fund balance, Ending	$ 39,265,926	$ 39,871,949		$ 44,065,054	$ 44,951,986		
Restricted Reserves		$ 30,392,704			$ 34,039,828		
Emergency Fund Balance Policy - 10% (utility fund only)		$ 3,995,573			$ 3,966,568		
Estimated Undesignated Fund Balance		$ 5,483,672			$ 6,945,589	*Unaudited*	

Summary Points:
1. The Utility and Impact Fees Fund closed the quarter with an estimated undesignated balance of $6.9 million.
2. Revenues are low at 5% of budget, reflecting the timing of grants, SRF loan proceeds, and large capital-related revenues, which are expected later in the fiscal year.
3. Reserves remain well above policy levels, with restricted reserves of $34.0 million, the 10% emergency reserve fully met, and an estimated undesignated balance of $6.95 million.
4. Expenditure variances reflect an accounting change, with capital projects moved to the balance sheet and capital activity detailed in a attached, but separate report.

City of Flagler Beach
Sanitation Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

Sanitation Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 1,790,239		$ 1,891,793	$ 1,891,793		
Revenue:							
Intergovernmental - Dept 3300	$ -	$ 18,449	0%	$ -	$ -	0%	$ -
Charges for Services - Dept 3400	$ 1,889,500	$ 327,553	17%	$ 2,002,800	$ 511,765	26%	$ (1,491,035)
Fines - Dept 3500	$ 15,000	$ 1,842	12%	$ 15,000	$ 3,734	25%	$ (11,267)
Misc. - Dept 3600	$ 76,500	$ 9,049	12%	$ 45,500	$ 10,942	24%	$ (34,558)
Roll Off License - Dept 3670	$ 5,500	$ -	0%	$ 5,500	$ -	0%	$ (5,500)
Total Revenues	$ 1,986,500	$ 356,894	18%	$ 2,068,800	$ 526,441	25%	$ (1,542,359)
Expenditures:							
Refuse Collection - Dept 5341	$ 1,545,376	$ 455,983	30%	$ 1,647,935	$ 306,984	19%	$ 1,340,951
Capital Projects - Dept 5341	$ 25,000	$ -	0%	$ -	$ -	0%	$ -
Fund Expense - Dept 5391	$ 219,626	$ 72,207	33%	$ 160,145	$ 79,609	50%	$ 80,536
Depreciation - Dept 5391	$ 196,498	$ -	0%	$ 221,807	$ -	0%	$ 221,807
Reserve for Contingencies - Dept 5391	$ -	$ -	0%	$ 38,913	$ -	0%	$ 38,913
Total Expenditures	$ 1,986,500	$ 528,190	27%	$ 2,068,800	$ 386,593	19%	$ 1,682,207
Net Change in Fund Balance	$ -	$ (171,296)		$ -	$ 139,848		
Fund balance, Ending	$ 1,790,239	$ 1,618,943		$ 1,891,793	$ 2,031,640		
Restricted Reserves		$ 885,486			$ 897,841		
Emergency Fund Balance Policy - 10%		$ 198,650			$ 206,880		
Estimated Undesignated Fund Balance		$ 534,807			$ 926,919	*Unaudited*	

Summary Points:
1. The Sanitation Fund closed the quarter with an estimated undesignated balance of $926K.
2. Charges for services have increased from FY24, reflecting improved revenue performance and contributing to revenues reaching 25% of budget early in the fiscal year.
3. Expenditures are at 19% of budget, reflecting controlled operating costs and the absence of capital spending early in the year.
4. Reserves exceed policy requirements, with restricted reserves of $897,841, the 10% emergency reserve fully funded, and an estimated undesignated balance of $926,919.
5. Expenditure variances reflect an accounting change, with capital projects moved to the balance sheet and capital activity detailed in a attached, but separate report.

City of Flagler Beach
Stormwater Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

Stormwater Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 6,760,467		$ 7,125,867	$ 7,125,867		
Revenue:							
Intergovernmental - Dept 3300	$ 64,944	$ -	0%	$ -	$ -	0%	$ -
Charges for Service - Dept 3400	$ 1,182,000	$ 163,397	14%	$ 1,174,000	$ 298,277	25%	$ (875,723)
Misc - Dept 3600	$ 7,000	$ 7,794	111%	$ 1,000	$ 200	20%	$ (800)
Transfer from Fund Balance - Dept 3800	$ 136,648	$ -	0%	$ -	$ -	0%	$ -
Total Revenues	$ 1,390,592	$ 171,190	12%	$ 1,175,000	$ 298,477	25%	$ (876,523)
Expenditures:							
Fund Expense - Dept 5391	$ 523,305	$ 61,384	12%	$ 550,782	$ 71,318	13%	$ 479,464
Capital Projects - Dept 5391	$ 558,128	$ 36,358	7%	$ -	$ -	0%	$ -
Debt Principal and Interest - Dept 5391	$ 117,865	$ -	0%	$ 118,233	$ -	0%	$ 118,233
Depreciation - Dept 5391	$ 195,107	$ -	0%	$ 218,729	$ -	0%	$ 218,729
Reserve for Contingencies - Dept 5391	$ -	$ -	0%	$ 287,256	$ -	0%	$ 287,256
Total Expenditures	$ 1,394,405	$ 97,742	7%	$ 1,175,000	$ 71,318	6%	$ 1,103,682
Net Change in Fund Balance	$ (3,813)	$ 73,448		$ -	$ 227,159		
Fund balance, Ending	$ 6,756,654	$ 6,833,915		$ 7,125,867	$ 7,353,026		
Restricted Reserves	$ -	$ 5,819,186		$ -	$ 6,110,145		
Emergency Fund Balance Policy - 10%		$ 132,565			$ 117,500		
Estimated Undesignated Fund Balance		$ 882,164			$ 1,125,380	*Unaudited*	

Summary Points:
1. The Stormwater Fund closed the quarter with an estimated undesignated balance of $1.1 million.
2. Charges for services are performing well, reaching 25% of budget, which is appropriate for the first quarter.
3. Expenditures are low at 6% of budget, as debt service, and contingency reserves have not yet been incurred.
4. Reserves remain healthy, including $6.11 million in restricted reserves and compliance with the 10% emergency fund balance policy.
5. Expenditure variances reflect an accounting change, with capital projects moved to the balance sheet and capital activity detailed in an attached, but separate report.

City of Flagler Beach
Pier Fund
Revenue and Expense by Department
For the 3 months ended December 31, 2025

Pier Fund

	12/31/2024			*12/31/2025*			
	Budget + Amendments	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget + Amendments**	**Actual Revenue / Expense (YTD)**	**Percent**	**Budget Variance Favorable (Unfavorable)**
Beginning Fund Balance - As of 9/30		$ 2,843,534		$ 8,740,037	$ 8,740,037		
Revenue:							
Intergovernmental - Dept 3300	$ 17,557,955	$ -	0%	$ 8,707,382	$ -	0%	$ (8,707,382)
Miscellaneous - Dept 3600	$ 150,000	$ 31,711	21%	$ 10,107,000	$ 1,428,509	14%	$ (8,678,491)
Transfer from General Fund/Fund Balance - Dept 3800	$ 2,040,265	$ -	0%	$ 516,000	$ -	0%	$ (516,000)
Total Revenues	$ 19,748,220	$ 31,711	0%	$ 19,330,382	$ 1,428,509	7%	$ (17,901,873)
Expenditures:							
Operating - All - Dept 5725	$ 150,000	$ 70,038	47%	$ 147,200	$ 73,271	50%	$ 73,929
Capital Projects - Dept 5725	$ 19,269,520	$ 7,560	0%	$ -	$ (1,200)	0%	$ 1,200
Debt Principal and Interest - Dept 5725	$ 198,400	$ -	0%	$ 7,956,899	$ 26,128	0%	$ 7,930,771
Depreciation - Dept 5725	$ 131,665	$ -	0%	$ 184,100	$ -	0%	$ 184,100
Reserve for Pier Operations	$ -	$ -	0%	$ 11,042,183	$ -	0%	$ 11,042,183
Total Expenditures	$ 19,749,585	$ 77,598	0%	$ 19,330,382	$ 98,199	1%	$ 19,232,183
Net Change in Fund Balance	$ (1,365)	$ (45,887)		$ -	$ 1,330,310		
Fund balance, Ending	$ 2,842,169	$ 2,797,647		$ 8,740,037	$ 10,070,347		
Restricted Reserves		$ 2,281,167			$ 2,806,664		
Estimated Undesignated Fund Balance		$ 516,480			$ 7,263,683	*Unaudited*	

Summary Points:
1. The Pier Fund closed the quarter with an estimated undesignated balance of $7.2 million.
2. Revenue is low early in the year, at 7% of budget, reflecting timing of large intergovernmental and miscellaneous inflows.
3. The pier project is financed through the line of credit, with state reimbursement processed afterward.
4. Expenditure variances reflect an accounting change, with capital projects moved to the balance sheet and capital activity detailed in an attached, but separate report.

Q1 Enterprise Capital 25/26

PROJECT IN PROGRESS | PROJECT COMPLETED | ON COMMISSION MEETING AGENDA

Name	Fund	Funding Source	Budget 25/26	YTD Expense	Percent	Budget Variance	Comments
Pier - Pier Reconstruction	Pier	FEMA / State Grant	9,956,774	1,001,313	10%	8,955,461	Construction continues with estimated completion date of JAN 27
Pier - Pier Bathroom / Beach Walk	Pier	TDC Grant/ GF Transfer	1,266,000	2,586	0%	1,263,414	Design is progressing to 65% Submittal
Total Pier Fund			**11,222,774**	**1,003,899**	**9%**	**10,218,875**	
Water Production - Well # 17 Design	Utility	Impact Fees - Water	100,000		0%	100,000	10% Design is currently underway with Survey and Geotechnical Services
Water Production - Potable Water (Lambert) River Crossing Construction	Utility	Unrestricted Utility Fund	1,500,000	31,127	2%	1,468,873	90% Design Submittal anticipated for end of JAN. Pending FDEP Permitting Review and Comments
Water Production - Infrastructure Improvements	Utility	Unrestricted Utility Fund	500,000		0%	500,000	
Water Production - S Central Water Main	Utility	Unrestricted Utility Fund	0		0%	0	
Water Production - Filter Elements	Utility	Unrestricted Utility Fund	6,500		0%	6,500	
Water Production - 1 MG Tank Construction/Design	Utility	Impact Fees - Water; 24/25 Capital	39,237	1,999	5%	37,238	Construction Proposals after completion of Professional Design Services
Water Production - 1 MG Tank Repairs & Inspections	Utility	Unrestricted Utility Fund	25,000		0%	25,000	Project in process.
Water Production - Stabilization Well 13 Road	Utility	Unrestricted Utility Fund	20,000		0%	20,000	
Water Production - Well # 18 Design	Utility	Impact Fees - Water	100,000		0%	100,000	10% Design is currently underway with Survey and Geotechnical Services
Water Production - Chlorine Pump	Utility	Unrestricted Utility Fund	5,000		0%	5,000	
Water Production - VFD	Utility	Unrestricted Utility Fund	10,000		0%	10,000	Project in process.
Water Production - Install Acid Tanks	Utility	24/25 Capital	51,800		0%	51,800	Project completed in 24/25.
Water Production - Water Main River Crossing Design	Utility	24/25 Capital	83,406		0%	83,406	Design Services Subaqueous Portion On-Hold until FY26/27
Total Water Production			**2,440,943**	**33,126**	**1%**	**2,407,817**	
Wastewater Plant - Screw Press Building Construction	Utility	50/50 Match ($850K Each) Total $1.7 M	2,728,211	1,171,373	43%	1,556,838	Construction continues with completion anticipated for JUL 26
Wastewater Plant - WWTP - New Plant	Utility	SRF Loan/ Line of Credit	26,776,915		0%	26,776,915	
Wastewater Plant - EQ Basin Master Lift Station	Utility	Grant Funded	1,861,127		0%	1,861,127	Part of WWTP project.
Wastewater Plant - Startup Costs Screwpress	Utility	24/25 Capital	41,300		0%	41,300	Project in process.
Total Wastewater Plant			**31,407,553**	**1,171,373**	**4%**	**30,236,180**	
Utility Maintenance - Large Pumps	Utility	Unrestricted Utility Fund	60,000	14,930	25%	45,070	
Utility Maintenance - LS #3	Utility	Unrestricted Utility Fund	0	6,152	0%	(6,152)	
Utility Maintenance - LS #8	Utility	Unrestricted Utility Fund	0	13,950	0%	(13,950)	
Utility Maintenance - PS #4	Utility	Unrestricted Utility Fund	0	138	0%	(138)	
Utility Maintenance - Wet Well Rehabs	Utility	Unrestricted Utility Fund	1,800,000		0%	1,800,000	
Utility Maintenance - Manhole Rings and Covers / Installation	Utility	Unrestricted Utility Fund	150,000	16,820	11%	133,180	Manhole covers have been received, two are on backorder.
Utility Maintenance - Lift Station Rebuild / Construction - LS 2,4,5 & 7	Utility	Unrestricted Utility Fund / Grant	2,048,400	1,490	0%	2,046,910	Final Permitting and Pre-Construction activities are concluding with Construction Commencement anticipated for end of JAN
Utility Maintenance - Lift Station Generators	Utility	Unrestricted Utility Fund	105,200	105,186	100%	14	Generators received.
Utility Maintenance - Fire Hydrant Replacement	Utility	Infrastructure Reserve	90,000		0%	90,000	Fire hydrants notice to proceed has been given; we are adding the hydrant in front of Compass hotel to the scope and will be bringing this back to commission.
Utility Maintenance - Vehicle Replacement	Utility	Unrestricted Utility Fund	40,000		0%	40,000	
Utility Maintenance - Snack Jack Lift Station Design	Utility	Unrestricted Utility Fund	50,000		0%	50,000	
Utility Maintenance - Utility Locate Equipment	Utility	Unrestricted Utility Fund	0		0%	0	Equipment on order.
Utility Maintenance - Utility Trailer	Utility	Unrestricted Utility Fund	7,000		0%	7,000	
Utility Maintenance - LS's #5 & #2, PS's #4 & #7	Utility	HA009 Grant/ 24/25 Capital	84,250	1,490	2%	82,760	Final Permitting and Pre-Construction activities are concluding with Construction Commencement anticipated for end of JAN
Total Utility Maintenance			**4,434,850**	**160,157**	**4%**	**4,274,693**	

Q1 Enterprise Capital 25/26

PROJECT IN PROGRESS		PROJECT COMPLETED		ON COMMISSION MEETING AGENDA			

Name	Fund	Funding Source	Budget 25/26	YTD Expense	Percent	Budget Variance	Comments
Utility Admin Expense - New Golf Gart	Utility	Unrestricted Utility Fund	11,000		0%	11,000	
Total Utility Admin			**11,000**	**0**	**0%**	**11,000**	
Sanitation - Forklift/Bobcat	Sanitation	Sanitation Revenues	20,000		0%	20,000	
Total Sanitation			**20,000**	**0**	**0%**	**20,000**	
Stormwater - Roads & Streets Vehicle - 50%	Stormwater	Stormwater Unrestricted Fund Reserve	20,000		0%	20,000	
Stormwater- Stormwater Improvements	Stormwater	Stormwater Revenues	500,000		0%	500,000	Stormwater project on Palm Circle was denied.
Stormwater- S. Flagler	Stormwater	Grant	0	32,908	0%	(32,908)	
Stormwater - Lambert Ave Projects - 640 & 643	Stormwater	24/25 Capital	118,759	118,759	100%	0	Project complete
Stormwater - John Bull Drainage Improvement	Stormwater	24/25 Capital	5,706		0%	5,706	
Total Stormwater			**644,465**	**151,667**	**24%**	**492,798**	

City of Flagler Beach
Cash and Investments
For the 3 months ended December 31, 2025

Account		As of 12/31/2024	Rate	As of 12/31/2025	Rate	Dollar Change
Truist Depository		$ 5,573,546	1.93%	$ -		$ (5,573,546)
PNC Depository		$ -	0.00%	$ 4,200,479	3.24%	$ 4,200,479
Florida Prime (SBA)		$ 15,116,113	4.87%	$ 21,088,215	4.14%	$ 5,972,102
Florida Municipal Investment Trust (FMIvT)		$ 8,566,807	-0.20%	$ 9,022,686	0.31%	$ 455,878
	Subtotal	$ 29,256,466		$ 34,311,379		$ 5,054,914
Police Pension Investments		$ 425,143	4.29%	$ 775,440	3.59%	$ 350,297
Fire Pension Investments		$ 225,802	4.27%	$ 225,743	3.59%	$ (59)
	Subtotal	$ 650,944		$ 1,001,183		$ 350,238
	Total	$ 29,907,410		$ 35,312,562		$ 5,405,152

Summary Points:
1. Total cash and investments increased by $5.4 million over the quarter, reaching $35.3 million as of December 31, 2025.
2. Major operating accounts shifted from Truist (last account closed December 2025) to PNC, now holding $4.2 million with a higher yield of 3.24%
3. State-managed investments (Florida Prime and FMIvT) grew by nearly $6.4 million combined, reflecting strong liquidity management.
4. Pension investments increased by $350,000, with the Police Pension seeing the largest gain this quarter.

Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Steve Cox, Fire Chief
Meeting Date:	January 22, 2026
Item Name:	Resolution 2026-02. A Resolution by City Commission of the City of Flagler Beach, Florida, approving an intergovernment cooperative purchase based upon on a Contract between Pasco County and Bartow Ford, for the purchase of a 2026 Ford Expedition in an amount not to exceed $63,944.84; providing for conflict and an effective date.

Background:

A Fire Department Command Vehicle plays a critical role in incident command, emergency response coordination, and special events requiring unified command and communications. One of the current vehicles has reached the end of its service life due to impacts of a hurricane, resulting in increased maintenance needs, reduced reliability, and safety concerns. The proposed action is a one-for-one replacement as part of the City's scheduled fleet replacement program. Replacing the vehicle at this stage is more cost-effective than continued maintenance and reduces the risk of operational downtime as well as accidents/injury. The replacement vehicle will be properly equipped to support incident command functions and will not expand the City's fleet.

Funding for this replacement has been anticipated through the city's capital replacement process. Approval will ensure continued reliability, operational readiness, and responsible stewardship of City assets in support of public safety operations.

Fiscal Impact:

The FY 2025/2026 Five-Year Capital Plan includes a $59,000 appropriation for the new Command Vehicle. The Five-Year Capital Plan also includes a $7,000 appropriation for the re-painting of an LMTV (Light Medium Tactical Vehicle), which was acquired by the City from the Florida Forestry Service to serve the City as a high-water vehicle. State officials have indicated that the re-painting is not necessary (the current colors are not considered "military"). Approximately $5,000 of the $7,000 painting appropriation can be used to support the purchase of the new Command Vehicle. The funds for this proposed purchase are drawn from the City's Infrastructure Surtax Reserve and Fire Equipment Reserve (not ad valorem tax revenues).

Staff Recommendation:

Staff recommends approval of Resolution 2026-02 authorizing the purchase of a new Fire Department Command Vehicle.

Attachments:

1. 2026-02 Fire Department Bartow Ford
2. Copy of 112025 2026 EXPEDITION WORKSHEET PC FIRE REV 1
3. IFB-RR-21-042 BID AWARD
4. IFB-RR-21-042 Solicitation
5. 2ND RENEWAL SIGNED

RESOLUTION 2026-02

A RESOLUTION BY CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AN INTERGOVERNMENT COOPERATIVE PURCHASE BASED UPON A CONTRACT BETWEEN PASCO COUNTY AND BARTOW FORD, FOR THE PURCHASE OF A 2026 FORD EXPEDITION IN AN AMOUNT NOT TO EXCEED $63,944.84; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Resolution 2025-76 adopted the Fiscal Year 2025-20256 Budget, including the Five-Year Capital Plan which includes an appropriation for a Fire Department vehicle; and,

WHEREAS, the Capital Fund Expense line 304.5392.606400.604 is in the amount of $66,000, which includes $59,000 for a new vehicle and $7,000 for vehicle painting; and,

WHEREAS, the expenditure for vehicle painting is no longer required for the vehicle acquired from the State Forestry Service, allowing a portion of those funds to support the purchase of the new vehicle; and,

WHEREAS, the Fire Department Staff has done their due diligence to seek a vendor that has been vetted and the purchase meets the standards of the Flagler Beach Purchasing Code and Florida Statutes.

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" December 19, 2025, quote from Bartow Ford, confirming acceptance of intergovernmental cooperative pricing, and the Bid Award letter (Bid No. IFB-RR-21-042) to Bartow Ford from Pasco County.

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 22nd day of January 2026.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

PENNY OVERSTREET, CITY CLERK

December 19, 2025

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

Flager Beach Fire Department
Chief Stephen Cox

	DESCRIPTION		
U1H	2026 Expedition 4dr 4x2 Active		
998	3.5L EcoBoost V6 Engine		
44U	10 Speed Automatic Transmission		
47B	Floor Liners, Front & Second Rows		
	Factory Invoice		$63,152.00
	Government Price Concession Discount		$3,100.00
	4.06% Contract Discount		$2,438.11
	Whelen FST Inneredge DUO Red/Red Lightbar with Full Front White Take Down, Whelen Red/ Red Inneredge with Full Amber Traffic Advisor Mounted in Rear Glass, Whelen CORE Hand Held Siren Controller with Digital Voice Message, (2) Whelen SA315P 100 Watt Speakers with Mounting Bracket, Whelen Dual Tone AMP, Whelen Howler, (2) Whelen Red/White ION's Mounted in Grill Area, (1) Whelen Red/White Mega-T Mounted in Rear 1/4 Glass Area Driver Side, (1) Whelen Red/White Meag-T Mounted in Rear 1/4 Glass Area Passenger Side, (2) Whelen Red/White Thin ION's Mounted in Rear Tag Area Enable Brake & Reverse, Deep Window Tint with Glare Strip, Custom Commmand Vault, Circuit Breaker, Wire, Loom, Install Customer Supplied Radio & Antenna, Delivery to your Location		$10,349.00
19	Bartow Ford Labor Hours	$97.00	$1,843.00
1	Yellow CITY Tag		$138.95
	Trade in 2018 Police Interceptor VIN: 1FM5K8AR5JGB11966 Miles 35558		-$6,000.00
		TOTAL PURCHASE AMOUNT PER UNIT	**$63,944.84**

Pricing in accordance with the Pasco County Award of Bid No. IFB-RR-21-042

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Notice

[Closed Bid]

Solicitation Number IFB-RR-21-042
Title Ford Motor Company Vehicles

Basic Information

Reference Number 0000252039
Issuing Organization Pasco County Board of County Commissioners
Owner Organization Fleet
Solicitation Type IFB - Invitation for Bid (Formal)
Solicitation Number IFB-RR-21-042
Title Ford Motor Company Vehicles
Source ID PU.AG.USA.1543.C9340351
Piggyback Solicitation No

Details

Location Pasco County, Florida
Delivery Point Pasco County, FL
Purchase Type Duration:3 years
Option: Two one-year options

Dates

Publication 01/21/2021 01:22 PM EST
Question Acceptance Deadline 02/05/2021 05:00 PM EST
Questions are submitted online No
Closing Date 02/16/2021 02:00 PM EST

Contact Information

Ruby Ranne
727-847-8194 ext. 8758
rranne@pascocountyfl.net

Description It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

Buyer's Requirements

General Requirements

- FOB Destination
- Insurance Required
- Warranty Information Required

Award Requirements

- Reserve Rights to Award by Line Item

Required Acknowledgement

IFB-RR-21-042

Please include all forms and any addenda with your bid. Offeror's form must be completely filled out and signed by two different witnesses.

Bid Submission Process

Bid Submission Type Electronic or Physical Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Additional Bidding Instructions	It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

Addendum

Addendum	Date
Addendum No. 1	01/26/2021 11:01 AM EST
Addendum No. 2	01/28/2021 03:43 PM EST
Addendum No. 3	02/01/2021 08:09 AM EST

Categories

Selected Categories

NIGP Categories (2)	
072	**TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)**
07200	**TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)**
071	**AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)**
07100	**AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)**

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Documents

Additional Pricing Information

[A] Clarification re: pricing discounts are included in Addendum No. 3.

Addendum No. 3

Document	Size	Uploaded Date	Language
Addendum No. 3 [pdf]	217 Kb	02/01/2021 08:08 AM EST	English

Addendum No. 2

Document	Size	Uploaded Date	Language
Addendum No. 2 [pdf]	232 Kb	01/28/2021 03:41 PM EST	English

Addendum No. 1

Document	Size	Uploaded Date	Language
Addendum No. 1 [pdf]	207 Kb	01/26/2021 10:59 AM EST	English

Original Solicitation

Document	Size	Uploaded Date	Language
IFB-RR-21-042 [pdf]	382 Kb	01/21/2021 01:07 PM EST	English

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Fenton Mobility Products, Inc.	Mary Gabalski	02/01/2021 08:21 AM EST	Randolph	New York
AMSCO	Neil Connelly	01/27/2021 11:56 AM EST	Tampa	Florida
Cummins Sales & Service	Darrin Mellinger	01/25/2021 03:01 PM EST	Nashville	Tennessee
Duval Ford	Richard Tackett	01/25/2021 09:11 AM EST	Jacksonville	Florida
School Wholesale Supplies LLC	JP DAS	01/23/2021 01:34 AM EST	Nashville	Tennessee
BOZARD FORD COMPANY	JOE WINDROW	01/21/2021 02:36 PM EST	ST AUGUSTINE	Florida
BARTOW FORD	RICHARD WEISSINGER	01/21/2021 02:01 PM EST	BARTOW	Florida

Bid Results

Publication Type Bid Results

BARTOW FORD

Organization Name BARTOW FORD

Bid Amount $14,000,000.00

Address 2800 US HWY 98 N
BARTOW, Florida, 33830
United States

Award

Award Type Award

Solicitation Information

Solicitation Title Ford Motor Company Vehicles

Reference Number 0000252039

Solicitation Closing Date 02/16/2021

Awardee

Supplier Awarded BARTOW FORD

Address 2800 US HWY 98 N
BARTOW, Florida, 33830
United States

Awarded Value $14,000,000.00

Award Date 05/04/2021 10:00 AM EDT

Description BCC APPROVAL 5/4/2021

Audit

Status History

Solicitation Status	Date
Addendum No. 1	01/26/2021 11:01 AM EST
Addendum No. 2	01/28/2021 03:43 PM EST
Addendum No. 3	02/01/2021 08:09 AM EST

Please note that solicitations issued prior to August 12, 2017 can be found here: http://legacy.floridabidsystem.com

Effective January 1, 2021, all Contractors and Consultants entering into a contract with a governmental entity in Florida is required to be registered with the U.S. Department of Homeland Security's E-Verify system and to utilize it to verify the work authorization of all newly hired employees throughout the term of any such contract and to obtain affidavits from its subcontractors as required under Section 448.095(2), Fla. Stat.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
FACSIMILE: (727) 847-8065
www.BidNetDirect.com

INVITATION FOR BID
BID NO. IFB-RR-21-042
AS-NEEDED FORD MOTOR COMPANY VEHICLES

SUMMARY OF WORK
It is the intent of this solicitation to contract with multiple vendors to purchase various Ford Motor Company vehicles on an as-needed basis, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **2:00 p.m.** local time (our clock), on **February 16, 2021**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors may register to view and download solicitations by visiting www.BidNetDirect.com. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM AT NO COST.**

Ruby Ranne, Buyer
rranne@pascocountyfl.net

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION
Communicating with or lobbying of evaluation committee members, county government employees, or elected officials **(including County Commissioners)** regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Bidder from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement**.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT
Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO BID
The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

ACKNOWLEDGMENT OF ADDENDUM
Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by

the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

ALTERNATIVE BIDS
The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

ANTITRUST
By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW
The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT
The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD
Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

BID ACCEPTANCE PERIOD
The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS
If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral

interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION
The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS
Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES
Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

BID FORM SUBMISSION
Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary, to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BUSINESS NAME REQUIREMENT
The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

BID RECEIPT AND OPENING
Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to include all the forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

BID WITHDRAWAL
Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES
Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

CANCELLATION
Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK
Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS
Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST
The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT
By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

E-VERIFY REQUIREMENT
EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

State Funds Involved **N/A** (Mark X or N/A if applicable)

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS
In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved **N/A** (Mark X or N/A if applicable)

ERRORS IN EXTENSIONS
The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

ETHICS IN PUBLIC PROCUREMENT
The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS
Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID
Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER
In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE
Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS
By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE
The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

IDENTICAL BIDS
Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION
In consideration of the sum of Fifteen and 00/100 Dollars ($15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR
The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES
Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE
Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies

and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party**,** during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST
The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NON-APPROPRIATION
All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION
During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

OFFICIAL DOCUMENTS
Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (**www.bidnetirect.com).** Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT www.bidnetirect.com AT NO COST.**

ORAL STATEMENTS
No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES
The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES
The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:
1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.

2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.

3. Payment may be wire-transferred to the vendor’s bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS
Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

PUBLIC INFORMATION
After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida’s public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “Confidential Disclosure” and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY 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 provided for under Florida's Public Records law; (c) ensure that 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 if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8194, rranne@pascocountyfl.net, 7536 STATE STREET, 2ND FLOOR, New Port Richey, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

PUBLISHED PRODUCT SPECIFICATIONS

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out

the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS
All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished, or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced, or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY
Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT
The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS
Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS
Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES
All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal

property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK
If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

VENDORS LIST
Vendors must visit **www.bidnetdirect.com** to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

WARRANTIES
The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

LOCAL PREFERENCE
Under Sec. 2-111(a)(1) of Pasco County‘s Purchasing Ordinance, a business qualifies as “Local Business” if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder’s local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

(i) When written quotations or sealed bids are received that do not exceed $1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.

(ii) When sealed bids are received that are greater than $1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.

(iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible “Local Business” as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

CONTRACT TERM
The contract period will begin on date of Pasco County Board of County Commission approval and continue for three (3) years, with the option of two (2) one-year renewals, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

COPYRIGHT
The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

COST REIMBURSEMENT
Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar mount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

INSURANCE REQUIREMENTS
The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.

3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

5. Pasco County shall also be listed as a certificate holder.

6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING
The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

REPORT STANDARDS
Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The

cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

SALES TAX
Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax-exempt certificate or number will be provided at the time a purchase order is issued.

TRANSPORTATION AND PACKING
Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **Pasco County, Florida.** No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

AS SPECIFIED All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

QUANTITIES The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

ADDITION/DELETION The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

END OF SPECIAL PROVISIONS

SPECIFICATONS

1. SCOPE

It is the intent of this Invitation for Bid (IFB) to establish a conditional contract for these vehicles and to secure the cost and availability from a source of supply that will give prompt and convenient service. Scope of work shall include, but is not limited to, the manufacture, delivery, assembly, installation, and testing of the specified unit. It is the intent of Pasco County to purchase vehicles on an as-needed basis from a Ford Motor Company dealer(s). This contract may be awarded to multiple bidders and should not be considered exclusive by any bidder. To be considered for award, responses to this IFB must contain evidence of the Bidders' experience and abilities in the specified area and other disciplines directly related to the requested services.

1.1 The apparatus shall be complete and shall be the latest, current model under standard production at the time the order is written. The apparatus shall be equipped as regularly advertised and manufactured, complete and ready for satisfactory operation. If a manufacturer's standard item is specified, it shall be furnished, whether or not a particular data book shall designate such an item as an option. If the manufacturer has a standard item that exceeds the following minimum requirements, then that standard item shall be furnished.

1.2 Contract term will be for three (3) years with two (2) possible extensions of one (1) year each. 1.2.1 First year will begin with the order of model year 2022 vehicles.

1.3 The completed unit shall be delivered to Pasco County, Florida. Delivery shall be made Monday through Friday, 8:00 a.m.-12:00 p.m. or 1:00 p.m.-5:00 p.m. local time, excluding holidays. The Fleet Department shall be notified no less than twenty-four (24) hours prior to expected delivery.

2. SCOPE OF SERVICES

This Scope of Services outlined below describes the general work and responsibilities. The selected Bidder/s will be expected to meet all criteria.

2.1. Vehicles to be purchased under this bid range from light-duty passenger vehicles up to 37,000 GVW. This includes but is not limited to; sedans, pickups, SUV's, vans, and special modified cab and chassis.

2.2. Vehicle Condition: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, not smoked in, and clean. Pre-delivery service, at a minimum, shall include:

2.2.1. Complete lubrication and check all fluid levels to assure proper fill
2.2.2. Adjustment of engine to proper operating condition
2.2.3. Inflate tires to proper pressure
2.2.4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
2.2.5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
2.2.6. Overall check for safe operating condition
2.2.7. All units must contain no less than 1/4 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery.
2.2.8. If a vehicle without upfitting is delivered with more than two hundred and fifty (250) miles but less than five hundred (500) miles as indicated by the vehicle's odometer, the bidder shall be assessed fifty cents ($0.50) per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer

may not be accepted. Vehicles requiring upfitting will have fee and outside delivery window limits of 1250 and 2000 miles, respectively.

2.2.9. All vehicles shall be delivered with four (4) complete sets of keys with two (2) fobs.

2.2.10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed.

2.2.11. Vehicles shall be delivered with each of the following items or documents satisfactorily completed:

- 2.2.11.1. Installed county plate
- 2.2.11.2. Owner and/or operator manual(s).
- 2.2.11.3. Warranty certifications, including rustproofing, if applicable.
- 2.2.11.4. Pre-delivery service report.
- 2.2.11.5. Window price sticker (still affixed).
- 2.2.11.6. Purchase order.
- 2.2.11.7. Invoice with PO# or VIN#.
- 2.2.11.8. Certificate of origin.
- 2.2.11.9. Title reassignment.
- 2.2.11.10. Application for title.
- 2.2.11.11. Change of body affidavit (if required)
- 2.2.11.12. Weight slip (if required).
- 2.2.11.13. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the Environmental Protection Agency (EPA) Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and Occupational Safety and Health Administration (OSHA) standards CFR 29 1910/1926.

2.2.12. The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

2.3. Dealer installed options may include but are not limited to additional lights, bedliners, utility bodies, running boards, and cranes. Make and model of dealer installed options may be dictated by Pasco County. All prospective bidders must provide a parts mark-up and shop labor fee for items installed by the vendor and a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

2.3.1. Dealer shall be within 200 miles of Pasco County to allow for on-site inspection of vehicles pending delivery or vehicles receiving upfitting if desired by Pasco County.

2.3.2. To ensure consistency of product and provide better management of quality control issues, dealers shall perform 90+% of up-fitting on premises. Responses should include lists of tasks not performed in dealer’s shops.

2.4. Title, Registration, and License Plates: All vehicles delivered under this contract shall be titled and registered by the awarded bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Pasco County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a thirty (30) day temporary tag, and return a County license plate within twenty-five (25) days of the delivery of each vehicle. The County shall reimburse the Contractor for the

actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

2.5. Delivery: All bids will indicate the lead time required for the established quantities to be delivered. Awarded bidder will be held to delivery dates. Awarded bidder shall notify the Fleet Manager or his designee, at a number to be provided to the Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

END OF SPECIFICATIONS

BID SHEET
IFB-RR-21-042
AS-NEEDED FORD MOTOR COMPANY VEHICLES

Vehicle Type	Percentage Discount Off Ford Factory Invoice*
Sedans	4.06 %
SUV's	4.06 %
F150-F350	4.06 %
F450 – 26,000 GVWR	4.06 %
37,000 GVWR <	4.06 %
Dealer Installed Items	
Labor Cost/Hour	$97.00 per hour
Parts/Item Mark-Up	0.0 %
Sublet Job Mark-Up % or $ Fixed Fee/Job	0.0%
Window Tint (Fixed Fee)	$135.00

Include list of upfitting work not completed in your shop facility.

***Price calculated from percent discount off Ford invoice will include all vehicle preparation costs, keys, and delivery.**

Attach Additional Pricing Sheets, if necessary.

Authorized Signature	2800 US Hwy 98 North Address
Richard Weissinger Commercial Fleet Sales Printed Name & Title	Bartow FL 33830 City, State, Zip Code
Bartow Ford Co Company	(813) 477-0052 Phone #
2/15/2021 Date	(863) 535-1038 Fax #
59-0687878 Federal ID # or SS #	

(The provisions below must always be included in the Bid Form)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ http://www.sunbiz.org/index.html FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

_____
(Signature of Bidder—Ink)

Richard Weissinger Commercial Fleet Sales
(Printed Name and Title)

Bartow Ford Co
(Business Name)

Receipt of Addendum No. 1 through No. 3 is acknowledged.

Business Name: Bartow Ford Co
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

☒ Corporation:

☐ Partnership: ☐ General ☐ Limited

☐ Limited Liability Company (LLC):

State Registered In: FL Year: 1949

☐ Sole Proprietorship: Owner: _____

☐ Other: _____ Fed ID # 59-0687878

☐ **Local Vendor Preference (Business Tax Receipt Required with Submittal)**

Telephone: (813) 477-0052 Facsimile: (863) 535-1038

Email Address: (Vendor Point of Contact): thefordtruckguy@gmail.com

Address: 2800 US Hwy 98 North

Bartow FL 33830

_____ Date 2/15/2021 2020

ATTACHMENT A

OFFEROR INFORMATION/CERTIFICATION FORM
(MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

Bartow Ford Co

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: Richard Weissinger

3. Business and mailing address: 2800 US Hwy 98 N Bartow FL 33830
(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different):

5. Telephone number: (813) 477-0052 Fax: (863) 535-1038

The above-named Offeror affirms and declares:

A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties.

F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.

G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.

H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____ Local Business located in Pasco County
__X____ Business located within Hillsborough, Pinellas, Polk, or Hernando County

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST: OFFEROR:

_____ BY:_____(SEAL)
Witness No. 1 (Authorized Signature in Ink)

_____ Richard Weissinger
Witness No. 2 (Printed name of Signatory)

Commercial Fleet Sales
(Printed Title of Signatory)

CORPORATE SEAL 2/15/21
(where appropriate) (Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF FL **}**

} ss

COUNTY OF POLK **}**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 15 day of FEBRUARY, 20 21, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Richard Weissinger, who executed the foregoing instrument as [Title] Commercial Fleet Sales of [Corporation or Company Name] Bartow Ford Co, a [check one] [ ] corporation [X] limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced PERSONALLY KNOWN as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

SECOND AMENDMENT TO AGREEMENT
FOR AS-NEEDED FORD MOTOR COMPANY VEHICLES

This **SECOND AMENDMENT to the Agreement for as needed Ford Motor Company vehicles, IFB-RR-21-042 (the "Second Renewal")** is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County") and Bartow Ford Company, a corporation licensed in the State of Florida (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County issued solicitation IFB-RR-21-042 to obtain the services of a Contractor to provide ongoing as-needed Ford Motor vehicles; and

WHEREAS, the County and the Contractor entered into the Agreement for as-needed Ford Motor Company vehicles, effective May 5, 2021, (the "Agreement") for three years with the option to renew for two additional one-year periods upon mutual agreement of the parties; and

WHEREAS, the County and the Contractor renewed the Agreement for an additional one-year period, ending on May 4, 2025; and

WHEREAS, the County and the Contractor now wish to renew the Agreement for a second additional one-year period, effective May 5, 2025 through May 4, 2026.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The Agreement is hereby renewed for a second one-year period, through May 4, 2026.

3. Except as modified by this Second Renewal, the Agreement is hereby ratified, confirmed and approved and all terms and conditions, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Renewal to be executed by their authorized representatives, effective May 5, 2025.

ATTEST

By:_____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

County:
PASCO COUNTY, FLORIDA

By:_____
Kathryn E. Starkey, Chairman

Date: _____, 2025

[SEAL]

Contractor:
Bartow Ford Company

By:_____

Printed Name: RICHARD WEISSINGER

Title: COMMERCIAL FLEET SALES

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF POLK }

The foregoing instrument was acknowledged before me on 26th FEB, 2025, by means of:
[X] **physical presence** or
[ ] **online notarization**
by ***[as applicable, complete one (1) of the four (4) choices below]*:**

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:
[Name] RICHARD WEISSINGER, who executed the foregoing instrument as
[Title] COMMERCIAL FLEET SALES of
[Corporation or Company Name] BARTOW FORD CO, a:
[X] **corporation** or
[ ] **limited liability company**
organized under the laws of [State] FL,

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:
[Name] _____.

(3) FOR A PARTNERSHIP:
[Name] _____, Partner (or Agent), on behalf of

[Name of Partnership] _____, a [State] _____ partnership,

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:
[Name] _____, as attorney in fact for [Principal Name] _____.

****

Said person is (check one below):
[√] **Personally known to me**, or
[ ] **Has produced** _____ **as identification.**

Lynn Marie Burgett
Signature of person taking acknowledgment

[Notary Stamp or Seal]

LYNN MARIE BURGETT
MY COMMISSION # HH 595790
EXPIRES: September 29, 2028

Lynn Marie Burgett
Print Notary's name

(This line is required to be completed by §117.05, F.S.)

PASCO COUNTY, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of the company or individual entering into, renewing, or extending a contract with Pasco County.

Under penalty of perjury, I hereby attest that based upon my personal knowledge, the below-named company or individual does not use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes.

Signature

RICHARD WEISSINGER
Printed Name

COMMERCIAL FLEET SALES
Title

BARTOW FORD CO
Name of Company or Individual

02/26/2025
Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 27 day of Feb, (month) 2025 (year), by Richard Weissinger (name of person making statement).

Lynn Marie Burgett
(Signature of Notary Public)

Lynn Marie Burgett
(Print Commissioned Name of Notary Public)

☒ Personally Known OR ☐ Produced Identification

LYNN MARIE BURGETT
MY COMMISSION # HH 595790
EXPIRES: September 29, 2028

Type of Identification Produced

Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	
Meeting Date:	January 22, 2026
Item Name:	Pier Shade Structure and Fabric Color Selection — Review of Flagler Beach Branding Work Group Design Concept Board.

Background:

The City of Flagler Beach Branding Work Group, consisting of Mayor Patti King, Former Mayor Linda Provencher, and Former Mayor Suzie Johnston, has completed a thorough review of proposed color options for the Flagler Beach Pier shade structure and fabric. Following careful consideration, the Branding Work Group has selected the recommended colors for submission to the City Commission for approval. The Flagler Beach Branding Work Group Design Concept Board is also submitted for review.

Fiscal Impact:

N/A

Staff Recommendation:

N/A

Attachments:

1. Selections_Pier Shade Structure & Fabric
2. CityofFlaglerBeach.DesignConceptBoard_v2

FB Branding Work Group Selections

Pier Shade Fabric

Natural
445003
495541

Pier Shade Structure

Clear Anodized
E 399C1806 **C** 439Z7867M

Options Considered for Pier Shade Fabric

Natural
445003
495541

Driftwood
502294
502348

Stone
502300
502355

Steel Grey
445041
495718

Orange
459215
495633

Options Considered for Pier Shade Structure

Clear Anodized
E 399C1806 **C** 439Z7867M

Portland Stone
E 392F213 **C** 432X553

E Silver
E 399C7763 **C** 439Z7146M

Flagler Beach DESIGN Concept Board

F85593 EA9860

B2E1DE 85DCCD

6BC0C3 EF8662

F0EADB

Pier Shade Structure

Clear Anodized
E 399C1806 C 439Z7867M

Pier Shade Fabric

Natural
445003 495541

Engravable Terra Cotta Bricks

Green A-Frame

Grey Curved
Backless Benches

Terra Cotta
Trash Cans

- Upper band: 6BC0C3 – Main body: Warm terra cotta :B4573E -Text & bullets: Soft white / warm ivory:F3EFEA

City of Flagler Beach

Staff Report

City Commission Regular Meeting

January 22, 2026

To: City Commission
From:
Meeting Date: January 22, 2026
Item Name: Pre-Annexation Agreement - Veranda Bay.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Chuimento Resumes 01.22.2026
2. Veranda Bay Pre-Annexation Agreement_FB_Edits_MC3 comments_FINAL for Packet 1st Reading 01162026

Jeffrey Crammond, PE, PTOE, PTP
Vice President, Transportation Planning/Traffic Engineering

Mr. Crammond has 44 years of experience in the planning and design of transportation facilities. A vast majority of his experience includes the traffic impact analysis of transportation improvements and proposed development projects. Mr. Crammond's responsibilities include conducting traffic impact studies, travel demand modeling, ridership/travel surveys, traffic circulation studies, facility master planning, traffic signal design, development of maintenance of traffic plans, preparation of signing and pavement marking plans, and complete roadway design.

EDUCATION:
MS, Civil Engineering, Florida International University
MBA, University of North Florida
BS, Civil Engineering, University of Toledo

YEARS OF EXPERIENCE:
Total: 44 | with ETM: 32

PROFESSIONAL REGISTRATIONS:
Florida Professional Engineer, No. 35761
Professional Traffic Operations Engineer, No. 1934
Professional Transportation Planner, No. 336

PROJECT EXPERIENCE:

First Coast Expressway Impacts on Local Road in Northwest St. Johns County, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network in northwestern St. Johns County. This study focused on the impact of the First Coast Expressway (FCE) on traffic volumes on, and necessary improvements to the local roadway network associated with changes in travel patterns associated with the construction of the FCE.

Bay Street Improvements, Jacksonville Florida - Responsible for the development of design traffic volumes, conceptual design and signal warrant analysis associated with the development of the Four Seasons Hotel complex and Jaguar office development on the Shipyards property adjacent to downtown Jacksonville.

Big Creek Timber - Mixed Use Development, Jacksonville, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the internal roadway network and the off-site impacts of the proposed development. The Big Creek Timber MU contains approximately 10,000 residential units and 1.5 million square feet of non-residential space and is located on Jacksonville's southside.

East Nassau Community Planning Area (ENCPA), Nassau County, Florida - Responsible for the traffic forecast and operational analysis/simulation of the internal and external traffic associated with development in the ENCPA. These efforts included the "Truing Up" of trip generation and traffic impacts of the actual verses the proposed development within Detailed Specific Area Plan 1 (DSAP-1) and the modification of the development plans for Preliminary Development Plans (PDPs) 1, 2 and 3 with in DSAP-1. Mr. Crammond also completed the 5-year update and modified the transportation mobility fee assessment for the construction of the Mobility Network within the ENCPA.

Green Cove Springs Bypass (GCSB) Design Traffic, Clay County, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the proposed GCSB and its connections to the existing roadway network. Mr. Crammond's efforts included the Stage 1 Intersection Control Evaluation of the connection of the GCSB to US-17 along with a signal warrant analysis of the proposed intersection.

First Coast Energy Parcels Rezoning, Traffic Impact Analysis and Traffic Concurrency, Various Locations, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network surrounding various proposed Gas/Convenience Stores in the Cities of Jacksonville, Daytona Beach, Holly Hill, Ormand Beach, South Daytona, along with several locations in St. Johns County. The efforts were used to evaluate various access alternatives and determine what if any improvements to the adjacent roadways would be needed along with addressing any traffic concurrency issues.

Cape Canaveral National Cemetery, Scottsmore, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the adjacent roadway network to ensure safe and efficient access to this proposed National Cemetery on the eastside of US 1 in Scottsmore, Florida. In addition, a review of the traffic volumes and crash history of the area, to guide the development of the access requirements for the US 1 Corridor. The results of this analysis were presented to the FDOT, District 5 as part of the access permitting process to vary from the spacing guidelines contained in Rule 14-97 of the Florida Administrative Code (F.A.C.) for this project.

Celebration Pointe Transit Oriented Development, Alachua County, Florida - Traffic Engineer responsible for traffic impact analysis on the area roadways and transit system of the proposed transit-oriented development. The project is in the northwest quadrant of I-75 and Archer Road (SR 26) and is planned to contain approximately 1,800 housing units, a hotel, 360,000 SF of office space, and over 400,000 SF of retail space. The analysis incorporated the effects of a park-n-ride facility, bus lanes, queue jumping, and a major transit hub for the southwest section of Gainesville.

RG Skinner Parkway Extension/SR 9B (I-295) Interchange Justification Report, Jacksonville, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network surrounding this interchange located in Jacksonville's Southside. The modeling efforts were used to evaluate several alternative configurations. This analysis was used to determine the best alternative to be presented to the Federal Highway Administration to obtain location and design approval for the proposed interchange.

Town Center/Gate Parkway PUD, Jacksonville, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network surrounding this commercial development located adjacent to the St. Johns Town Center and the Markets at Town Center on Jacksonville's Southside. The modeling efforts were used to evaluate several development alternatives and determine what improvements to the adjacent roadways would be needed to improve the operation of the roadway network in this section of the Skinner TMA. This analysis was used to determine the best alternative to be presented to the City of Jacksonville to re-zone the property and ensure safe and efficient access to the proposed development.

Kernan West Mixed-Use Center, Jacksonville, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the adjacent roadway network to ensure safe and efficient access to this multi-family/retail development located in the northwest quadrant of the Beach Boulevard (SR 212) and Kernan Boulevard intersection.

Hines S-15 Parcel Rezoning, Jacksonville, Florida - Responsible for traffic demand modeling and operational analysis/simulation of the roadway network surrounding this commercial development located south of Butler Boulevard and west of I-295 on Jacksonville's Southside. Evaluated several access alternatives to determine what, if any, improvements to the adjacent roadways would be needed in this section of the Skinner TMA.

Traffic Flow Analysis University of North Florida, Jacksonville, Florida - Provided traffic engineering support for the evaluation of pedestrian, bicycle, and vehicular circulation patterns on campus and produced a set of short-term and long-term improvements to enhance circulation and segregate/protect non-motorized transportation modes.

Long Range Transportation Master Plan, Jacksonville, Florida - Mr. Crammond was the Task Manager for the development of the roadway design chapter of the Long-Range Transportation Master Plan and Design Manual for the City of Jacksonville. This project was undertaken by the City to provide a framework for the implementation of the recommendation of the Growth Management Task Force, develop general design standards and provide easily understood master plan that could be used as a basis to obtain public support for the Better Jacksonville Plan.

Traffic Circulation Element - University of North Florida Master Plan, Jacksonville, Florida - Lead Traffic Engineer for the operation analysis and conceptual designs used in the update of the Traffic Circulation Element of the Campus Master Plan. Recommended improvements to the roadway infrastructure of UNF included the completion of the loop road, the connection to Kernan Boulevard and safety improvements at the pedestrian crossings in front of the Arena.

Traffic Circulation Analysis - Florida A&M University, Tallahassee, Florida - Lead traffic engineer for the operation analysis and conceptual designs to improve traffic flow through the campus and to segregate vehicular, bicycle and pedestrian traffic to improve safety and security.

Jacksonville International Airport, DRI, Jacksonville, Florida - Responsible for developing the response to Question 21 (Public Transportation Facilities) of the Application for Development Approval (ADA) for the expansion of the Airport. This study included the development of traffic forecasts associated with enplaning and deplaning passengers, air freight, general aviation, surrounding development, and the Florida Air National Guard Base. The forecast was based on a survey of enplaning and deplaning passengers, airport employees, and employees of the businesses that support the operation of the Airport. This data was collected and analyzed to determine specific trip rates and distributions for JIA. This data was used to modify the JUATs Data files for the FSUTMS software to provide a more accurate estimation of future traffic in the vicinity of the Airport.

Palm Beach International Airport Access PD&E Study for FDOT, Palm Beach County, Florida - Lead traffic engineer for the conceptual design phase of this project, which developed a high-speed connection between I-95 and Palm Beach International Airport. Mr. Crammond was responsible for the development of design traffic using the FSUTMS software and the South Florida Regional Model data files.

Florida Intrastate Highway System (FIHS) General Consultant for FDOT/Central Office, Florida - Project Manager responsible for the development of decision support software to facilitate the prioritization of projects within the Department's Work Program, development of roadway improvement action plans for FHIS facilities, hurricane evacuation studies, evaluation of interchange analysis computer software and techniques, development computer software to download and compile data from traffic telemetry stations (temporary and permanent), and the development of a video and fact book explaining the FIHS. Mr. Crammond was the Project Engineer responsible for Programmatic Environmental Studies (abbreviated Project Development & Environment (PD&E) Studies) for two existing state highways and one proposed facility in Bay County Florida. These Programmatic Environmental Studies resulted in gaining Location and Design approval from the Federal Highway Administration and Categorical Exclusions from the EPA along with conceptual approval of a major crossing of the West Bay from the Coast Guard.

Regency By-Pass/Arlington Expressway/Southside Boulevard Interchange Improvements for the JTA, Duval County, Florida - Project Manager and lead traffic engineer for the conceptual design phase of this project which developed a connection between the Arlington Expressway and the proposed Wonderwood Connector and recommendations regarding improvements to the Southside Boulevard/Arlington Expressway Interchange. Mr. Crammond's efforts included the development of future traffic volumes using the facility using the Florida Standard Urban Transportation Modeling Structure (FSUTMS) and the Jacksonville Urban Area Transportation (JUATs) data files.

SR A1A and A Street Signalization, St. Augustine Beach, Florida - Responsible for the design and permitting of a traffic signal at the intersection of SR A1A and A Street in St. Augustine Beach and its connection to the existing closed loop system along SR A1A. Including the reworking of approximately 1600' of fiber-optic interconnect.

Traffic Signal Design for The Villages, Lake, Marion and Sumter Counties, Florida - Traffic Engineer responsible for the development of construction plans for the installation of traffic signals at the following intersections: US 27/441 and Griffin Road; US 27/441 and Main Street; US 27/441 and Avenida Central; US 27/441 and Morse Boulevard; and Buena Vista Boulevard and CR 42. In addition, Mr. Crammond was responsible for the design of the modifications of the traffic signal at US 27/441 and CR 42 to accommodate the widening of CR 42 from a 2-lane roadway to a 4-lane divided facility.

Traffic Signal Design for the Veterans Expressway, Hillsborough County, Florida - Responsible for design of the traffic signals at nine interchanges on the Veterans Expressway and the associated interconnect necessary to connect the new intersections to the existing signal coordination systems.

SR-152 (Baymeadows Road and Point Meadows Drive, Jacksonville, Florida - Responsible for the design and permitting of a traffic signal at the intersection of SR 152 and Point Meadows Drive on the Southside of Jacksonville and its connection to the existing closed loop system along SR 152. Including the re-working of approximately 1200' of aerial fiber-optic interconnect.

World Golf Village (St. Johns DRI) General Traffic Consultant, St. Johns County Florida - Traffic Engineer responsible for the design of the traffic signals at SR 16 and International Golf Parkway, and International Golf Parkway and World Golf Village Drive. In addition, provided traffic engineering support to St. Johns County in their request for a Level of Service Standard waiver for I-95. This support included the compilation of the necessary supporting traffic data and the development of the conceptual alignment of the "North-South Arterial."

Dames Point Marine Terminal Master Plan, Jacksonville, Florida - Civil Project Manager responsible for the development of the master plan for the development of a third terminal for the Jacksonville Port Authority. The concepts included bulk aggregate sites, areas for container operations, and facilities for cruise ships. The master plans addressed on-site traffic circulation and access, stormwater management, rail service, docking facilities, and shoreline protection.

Container Facilities Reconstruction, Talleyrand Marine Terminal, Jacksonville, Florida - Lead engineer for the civil design of the pavement strengthening, utility relocations and drainage improvements for over 70 acres dedicated to container operations on the Talleyrand Terminal. This improvement included the demolition of several transit sheds and the development of an intermodal rail yard to increase the container throughput of the Terminal.

Blount Island Auto Facilities, Jacksonville, Florida - Civil Project Manager responsible for the design and permitting of a new auto processing facility, a 75-acre parking field and the access roads including two grade separations, connection a new auto wharf and the facility. The design effort included bringing utilities (water, sewer, gas, telephone, and power) to the site along with the design of the parking field which was located on the dredge spoil storage area. Due to this, the design included surcharging the entire site and minimizing the excavation necessary for the stormwater management system.

Traffic Signal Design for the Veterans Expressway, Hillsborough County, Florida - Responsible for design of the traffic signals at nine interchanges on the Veterans Expressway and associated interconnect necessary to connect the new intersections into the existing signal coordination systems.

Comprehensive Plan Amendments, Putnam County, Florida - Traffic engineer responsible for the site impact traffic analysis associated with changing the land use on five tracts of land. Putnam County is a Rural Area of Critical Economic Concern (RACEC) and the proposed amendments to the comprehensive plan were requested to help the County attract industrial development. These amendments were initiated by the County to help stimulate non-residential development.

Traffic Circulation Element - University of North Florida Master Plan, Jacksonville, Florida - Lead traffic engineer for the operation analysis and conceptual designs included in the update of the Campus Master Plan.

Long Range Transportation Master Plan, Jacksonville, Florida - Task Manager for the development of the roadway design chapter of the Long Range Transportation Master Plan and Design Manual for the City of Jacksonville. This project was undertaken by the City to provide a framework for the implementation of the recommendation of the Growth Management Task Force, develop general design standards and provide easily understood master plan that could be used as a basis to obtain public support for "Better Jacksonville Plan."

Alachua West Comprehensive Plan Amendment Traffic Impact Assessment, Alachua, Florida - Lead traffic engineer for the analysis of the transportation impacts of changing the land use designation of 90 acres if agricultural land to an office/industrial land use. The assessment reviewed the impact on the area transportation system using Florida Standard Urban Transportation Model Structure (FSUTMS) to develop the growth in non-project traffic and to develop a distribution of project traffic. Project traffic was estimated using the trip rates and equations from the Institute of Transportation Engineer Trip Generation Manual.

Gainesville Regional Airport, DRI, Gainesville, Florida - Responsible for developing the response to Question 21 (Public Transportation Facilities) of the Application for Development Approval (ADA) for the expansion of the Airport. This study included the development of traffic forecast associated with enplaning and deplaning passengers, air freight, general aviation, and surrounding development. The forecast was based on a survey of enplaning and deplaning passengers, airport employees and employees of the businesses that support the operation of the Airport. This data was also collected and analyzed to determine specific trip rates and distributions for the Airport. This analysis was submitted to the North Central Regional Planning Council and then withdrawn when a legislative exemption to the DRI process was obtained.

Butler Boulevard/I-95 Interchange Modification Report, Jacksonville, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network surrounding this interchange located in the Southpoint area of Jacksonville's Southside. The modeling efforts were used to evaluate several improvement alternatives and compare the results against those for the existing configuration. This analysis was used to determine the best alternative given the physical and economic constraint to be presented to the Federal Highway Administration to obtain location and design approval for the improvements.

Bartram Park DRI, Notice of Proposed Change, Duval and St. Johns Counties, Florida - Senior Traffic Engineer responsible for the evaluation of the transportation impacts of the changes proposed in 2006, 2007, and 2009 Notice of Proposed Change (NOPC) for the Bartram Park DRI. The 2007 change added additional lands do not include in the original Development of Regional Impact assessment. The 2007 NOPC advanced the connection of Bartram Park Boulevard to Race Track Road and the development of both residential and commercial property in St. Johns County. In addition, this change also modified the condition regarding the timing of the widening of Race Track Road. The 2009 NOPC seeks to receive mitigation credit for the construction of Bartram Park Boulevard as a regional roadway. This additional credit is to be traded for shifting development rights into Phase 1 and the increase in the development rights at build-out.

I-95 Widening, Nassau County, Florida - Project Manager for the design of the widening of 12 miles of a 4-lane limited access facility to a 6-lane limited access facility of I-95 through Nassau County. This design effort also included interchange improvements, drainage modification and environmental permitting. Worked with FDOT District 2.

Branan Field/Chaffee Road for FDOT, Clay and Duval Counties, Florida - Project Engineer responsible for traffic forecasts, development of alternative alignments, analysis of social, environmental, and physical impacts, and the development of the final geometry for the limited access facility, including interchanges, connecting SR 21 in Clay County and I-10 in Duval County. The analysis also included the evaluation of the impact of incorporating this facility into an outer beltway around Jacksonville.

Traffic Signal Design for the Automated Skyway Express, Jacksonville, Florida - Responsible for design of the traffic signals at seven intersections along the Automated Skyway Express starter route and associated modifications to the interconnect system necessary to connect the new signals to the City of Jacksonville's Downtown Signal System.

Continuing Traffic Engineering Services, Palm Coast, Florida - Responsible for the traffic engineering functions for the City for the 10-month period the City was without an in house traffic engineer. Duties included development review, construction plan review and traffic signal optimization.

Flagler County Comprehensive Plan Update - Traffic Circulation Element, Flagler County, Florida - Responsible for the traffic demand modeling and operational analysis/simulation of the roadway network within the unincorporated portions of Flagler County and updating the text of the Traffic Circulation Element of the Flagler County Comprehensive Plan The modeling efforts were used to evaluate a number of improvement alternative and compare the benefits to the traveling public to determine the transportation projects to include in the Capital Improvement Element..

Lindsay Haga, AICP
Land Development Planning Manager

Ms. Haga has 27 years of experience in urban planning. She oversees the land development entitlement process and serves as a primary contact for government and agency reviewers. She provides expertise to the interpretation and application of land development regulations. Her experience includes the development of municipal and county comprehensive plans to identify growth, socio-economic, and environmental trends. Ms. Haga has been recognized as an expert in state courts and administrative proceedings in land use planning, land use policy and zoning regulations. Her prior experience also includes public policy work at the regional level serving as a research planner and geographer for hurricane evacuation studies and mapping regional bicycle routes.

EDUCATION:

MA, Public Administration, University of North Florida, 2002
BS, Geography with Concentration in Urban and Regional Planning, Florida State University, 1997

YEARS OF EXPERIENCE:

Total: 27 | with ETM: 9

PROFESSIONAL REGISTRATIONS:

Certified Planner, AICP No. 020477

AFFILIATIONS:

American Planning Association Florida Chapter
Florida Planning & Zoning Association First Coast Chapter
Urban Land Institute

PROJECT EXPERIENCE:

Comprehensive Plans/Amendments, Developments of Regional Impact (DRI) and Master Planned Communities - Public Sector Planner/Program Manager for the review of several Developments of Regional Impact at the regional, local, and private sector levels including review and preparation of associated amendments to local comprehensive plans. She was responsible for leading planning teams in the regional public sector of evaluation and appraisal reports for local governments within the northeast Florida Region including drafting policy amendments. Planning efforts for this expertise also include analyzing and creating data to study the impact of large-scale development upon transportation, housing, environmental and water/sewer infrastructure. Public Sector experience includes leading the permitting process for Development Review and oversight of appointed policy boards.

Comprehensive Plans/Amendments, Developments of Regional Impact (DRI) and Master Planned Communities - Private Sector Planner/Program Manager for the development or modification to Planned Unit Developments, Master Planned Communities, Developments of Regional Impact and Comprehensive Plan Amendments to local government Comprehensive Plans. This work includes research and preparing data to analyze the impact of proposed small and large scale land use amendments. A large component of this work includes soliciting community input through various mediums (working groups, town hall meetings, open house visits, workshop series, and/or webinars).

Public Involvement

Planner and/or Volunteer for planning related nonprofit organizations responsible for increasing membership and soliciting attendance for educational seminars and workshops through social media platforms. Tasks have included starting up social media campaigns for onetime events such as state conferences and regional seminars as well as long term programs to promote activities.

Land Development Regulations - Municipal

Pro-bono work for the City of Jacksonville Beach to draft 'Backyard Hens' Ordinance. Work included drafting revisions to the Land Development Code and other Municipal Ordinances to permit backyard hens within single-family zoning districts of Jacksonville Beach. Additional Land Development Regulation work included serving as senior planner sub-consultant to the City through the Northeast Florida Regional Council (NEFRC). The NEFRC was tasked with auditing the land development regulations for consistency with the charter and comprehensive plan. The scope involved a yearlong public outreach program and development of a "walk about toolkit" to collect snapshot data from the residents of areas of interest. The audit resulted in changes to the land development regulations to improve upon community development including coordination with the A1A Scenic Highway.

Expert Witness Testimony

Provide evaluation and testimony of municipal and county land use decisions within state court proceedings and settlement agreements. Work included providing affidavit of peer review, deposition interviews and court testimony.

EDDIE JAMES (JIM) HUMPHRIES, FLORIDA P.E.

Company

Humphries Consulting & Engineering, Inc.

Years of Experience

28

Education

M.S., Civil and Environmental Engineering, 1996, Massachusetts Institute of Technology

B.A., Environmental Science and Engineering, 1994, Harvard University

Registrations

Licensed Professional Engineer:
Florida, #56209;
Alabama, #28626;
Georgia, #32046

EXPERIENCE SUMMARY

Mr. Humphries founded Humphries Consulting & Engineering, Inc. in 2006 to create a company focusing on local water resources solutions for Northeast Florida, with an emphasis on floodplain modeling and engineering solutions to flooding problems. In particular, Mr. Humphries has considerable experience in evaluating potential flooding areas and flood elevations using numerical analysis, including HEC-HMS and HEC-RAS, adICPR, and SWMM, and applying the model results to real-world elevation data to verify the results and map flood prone and flood hazard areas. Prior to starting his own company, he was an engineer and project manager with Engineering Methods and Applications/Watershed Concepts in Jacksonville where he oversaw stormwater, drainage, and flood insurance studies for FEMA, the U.S. Army Corps of Engineers, and many local development projects within Jacksonville. Prior to his term with Watershed Concepts, he was stormwater engineer for the City of St. Augustine from 1998 to 2001, where he was responsible for engineering analysis, design, and construction oversight for capital improvement projects.

SELECTED RELEVANT EXPERIENCE

Black Branch Swamp: Hydrologic and hydraulic study of Black Branch Swamp to evaluate flood profiles of Black Branch Swamp in 2004 for a study area of approximately 4,600 acres. Request of Letter of Map Amendment for the Magnolia Trace project and Cascades at Grand Landings project, Conditional Letter of Map Revision based on Fill for Belle Terre Estates. When more extensive and accurate LiDAR data (2017) became available, the analysis was updated for both the hydraulic parameters based on the new LiDAR and for hydrology based on 2019 Land Use coverages.

Hulett Branch: Beginning in 2017, conduct a hydrologic and hydraulic study of Hulett Branch to establish Base Flood Elevations, request Conditional Letter of Map Revision based on Fill, Letter of Map Amendment, and Conditional Letter of Map Revision from FEMA for various projects.

Parkview Canal: Starting in 2018, create a hydrologic and hydraulic analysis of the Parkview Canal System of Palm Coast, including minor contributing areas, request Letter of Amendment and Conditional Letter of Map Revision Based on Fill from FEMA for various projects.

Bulow Creek: In 2004, correct the preliminary FEMA floodway model for Bulow Creek as a Letter of Map Revision request to FEMA. In 2006, update the hydraulic analysis using additional survey data as a LOMR request for the then-anticipated Hammock Beach River Club project.

Sherman Creek (Jacksonville, FL): Update the Effective FEMA riverine floodplain and floodway models for Sherman Creek with additional survey data. Conduct a combined flooding probability analysis to evaluate the statistical 1% Annual Chance Base Flood Elevation considering both riverine and coastal flooding components. Request Letter of Map Revision from FEMA.

Jody N. Sisk, President/Senior Ecologist

- University of Central Florida, 2000, B.S. Biology
- Nova Southeastern University, 2002, M.S. Oceanography – Coastal Zone Management
- FWC Authorized Gopher Tortoise Agent, GTA-09-00003
- FWC Certified Wildlife Observer
- City of Palm Coast Qualified Environmental Professional

Mr. Sisk, President/Senior Ecologist at Atlantic Ecological Services, is responsible for managing all firm operations. He specializes in the assessment and mitigation of ecological issues associated with development and conservation projects. Mr. Sisk's in-depth understanding of the maze of environmental regulations comes from over 25 years of working with local, state and federal regulators for developers, landowners, state and local government projects. He has worked on various development projects in Flagler County since 2000. He has been a part of environmental and engineering continuing contracts with Flagler County since 2002. He has consulted on project types ranging from single family residences to large scale developments including Developments of Regional Impact (DRI), residential subdivisions, wetland mitigation banks and conservation tracts, airports, trails, highways and bridges, marinas, utility installations, mining and commercial sites, and landfills. Mr. Sisk is a lead scientist who performs wetland and upland habitat assessments, wetland delineations, Environmental Resource Permitting, protected species surveys and permitting / relocations, protected species planning projects, Coastal Construction Control Line permitting, coastal armoring and beach nourishment planning and permitting, NEPA and PD&E documents, Environmental Impact Assessments, Environmental Site Assessments, land management planning, habitat restoration projects, compliance issues, expert witness, and ecological mitigation analysis and design.

Project Experience:

- **Flagler County Manatee Protection Plan,** Flagler County, Florida
  Project manager for the FWS & FWC mandated countywide MPP planning document. The services provided included technical scientific writing, GIS mapping and calculations, public education plans, public hearings, stakeholder meetings, agency coordination, and expert witness testimonies.
- **Princess Place Preserve Long-term Gopher Tortoise Recipient Site,** Flagler County, Florida
  Project Ecologist for the FWC permitted Tier 1 long-term gopher tortoise recipient site located at Princess Place Preserve. AES completed all gopher tortoise surveys, vegetative monitoring, FWC coordination and permitting to establish the gopher tortoise recipient site. AES worked directly with FWC staff to approved temporary enclosure designs to allow the continued emigration of the state listed striped newt from the onsite ponds and marshes to the managed upland pine forests. FWC issued the permit in late 2023. AES has managed the recipient site since the permit was issued including completing construction and removal of temporary relocation pens, coordination and contracting with donor consultants, reservation letters, gopher tortoise transport and marking, health assessments, and relocation of each tortoise. The recipient site provides revenue to the County to be used for future land management projects and equipment.
- **Flagler County Emergency Dune Restoration,** Flagler County, Florida
  Project Ecologist for the planning and permitting of post Hurricane Matthew and Irma dune restoration from Marineland to Flagler Beach. AES submitted and completed USACE Individual permitting which included coordination with US FWS and FWC regarding sea turtle conservation. AES worked with the regulatory agencies, Flagler County, and the Flagler/Volusia Sea Turtle Patrol to provide a plan for sea turtle conservation during construction – which includes

construction during the sea turtle nesting season. AES has also surveyed the existing dunes and construction staging areas for gopher tortoises. AES has completed FWC permitting and gopher tortoise relocations for each stage of the dune restoration project. AES completed the required 3 years of post-construction monitoring for Flagler County.

- **Matanzas Woods Wetland Restoration,** Flagler County, Florida
  Project Ecologist for an 82-acre wetland restoration and conservation project for the Flagler County Board of County Commissioners. Prior to the restoration the project area consisted of a heavily managed pine plantation that had been impacted by a wildfire. The project area was comprised of predominately invasive and exotic species. The project included wetland mitigation planning and design, ERP permitting through the SJRWMD and USACE, wetland species planting, monitoring, maintenance, and reporting.
- **Palm Coast 145,** Flagler County, Florida
  Project Ecologist for the design and permitting of a mixed use planned development in the City of Palm Coast. The project includes wetland delineations, USACE JD permitting, USACE Individual permitting for wetland impacts, wetland mitigation planning for onsite preserve management, SJRWMD pre-Henderson wetland delineation and ERP permitting.
- **Hammock Dunes CDD Marsh Compliance,** Flagler County, Florida
  Project Ecologist for the planning and permitting of freshwater marsh impacts found within marsh preservation areas at Hammock Dunes. The marsh areas were part of creation mitigation areas associated with the original permit for Hammock Dunes dating back to the 1980's. AES researched former permits, coordinated with SJRWMD regulatory staff, and provided SJRWMD with a remediation plan for resolving approximately 8.5 acres of missing freshwater marsh areas from the 1980's. AES resolved complex issues due to the dated materials and plans associated with the original permits.
- **Flagler County Municipal Airport/Bulow Creek Wetland Monitoring,** Flagler County, Florida
  Project Ecologist for USACE permitting assistance and wetland monitoring for a runway extension project at the Flagler County Municipal Airport. The project consists of wetland monitoring, including installation of piezometers and yearly monitoring and reports. AES provided the U.S. Army Corps of Engineers (USACE) with supplemental information to document the required wetland monitoring components of Flagler County Airport permitted runway expansion project. AES coordinated and reviewed the monitoring proposal with USACE staff on the property. Once the mitigation proposal was approved AES installed water monitoring piezometers on the property. AES has completed three years of ground water level monitoring on the property and has provided the USACE with yearly monitoring reports.
- **Sawmill at Palm Coast Park,** Flagler County, Florida
  Project ecologist for a portion of land found within the Palm Coast Park DRI. The project included wetland delineations, US Army Corps of Engineers Jurisdictional Determination and permitting, SJRWMD wetland review and permitting. AES is currently working with the City of Palm Coast to resolve flooding issues pertaining to upstream of Hulett Branch, which was included as a planned management area for conservation on this project. The project also included a former FWC "take" permit of gopher tortoises on the property. AES worked with FWC, City of Palm Coast staff, and the Florida Agricultural Museum to identify ways to humanely relocate gopher tortoises from the site to a planned gopher tortoise preserve owned by the Museum. AES relocated gopher tortoises from the first phase of construction to the preserve.
- **Skeeter Ranch Gopher Tortoise Recipient Site,** Hamilton County, Florida
  Project Manager responsible for permitting and managing the Skeeter Ranch Long-term Tier 1 Gopher Tortoise Recipient Site located in Hamilton County, Florida. The site is a FWC permitted gopher tortoise recipient site. As part of the permitting and management, Mr. Sisk accepts, marks and releases relocated tortoises to the recipient site. Mr. Sisk provides vegetative monitoring, gopher tortoise burrow surveys, and habitat management to maintain suitable gopher tortoise habitat across the 250-acre ranch.

17 Years of Experience

Education

- ME, Environmental Engineering, University of Florida, 2006
- BS, Environmental Engineering, University of Florida, 2005

Registrations

- Professional Engineer #71501

Affiliations

- Water Environment Federation
- American Water Works Association
- National Society of Professional Engineers
- Florida Engineering Society

Publications

- "Brevard County South Central Regional Wastewater Treatment Facility Expansion with Integrated Fixed Film Activated Sludge" Co-Author, Florida Water Resources Journal, January 2021
- "Nutrient Removal Enhancement Using Process Automation at Holly Hill" Co-Author, Florida Water Resources Journal, January 2012

Kevin Lee, P.E.

Project Engineer

Kevin serves as a project engineer for Parker Mynchenberg & Associates, his duties include project management and technical engineering on site designs, water and wastewater utility projects. His experience ranges from planning, evaluation studies, conceptual design, permitting, design, construction administration and inspection. Kevin has been the engineer of record for hundreds projects throughout Volusia, Flagler and Brevard Counties.

Project Experience

McDonald Road Sidewalk – City of Port Orange
Sidewalk improvements along a City of Port Orange roadway to improve pedestrian safety around Sugar Mill Elementary School. The project was FDOT LAP funded and included sidewalk, roadway, stormwater and a rapid flashing beacon crosswalk. Kevin was the project manager for the construction phase services including grant compliance.

Victoria Gardens Sidewalk – City of Port Orange
Sidewalk improvements along a City of Port Orange roadway to improve pedestrian safety around Sweetwater Elementary School. The project was FDOT LAP funded and included sidewalk, roadway and stormwater improvements. Kevin was the project manager for the construction phase services including grant compliance.

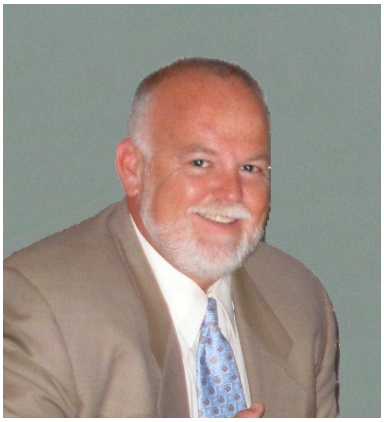
Lift Station #97 Rehabilitation – City of Daytona Beach
Design and permitting for the rehabilitation of Lift Station #97 which serves a growing area of Daytona Beach. The existing wetwell mounted lift station will be converted to a submersible lift station including new site improvements, emergency standby pump, electrical and instrumentation improvements.

East Thomas Street Septic Tank Elimination - City of Ormond Beach
This project included septic tank elimination by installing a gravity sewer within an existing residential neighborhood. The improvements included stormwater treatment, paved roadways and new potable water lines. The project area is within the Indian River north watershed and was partially funded by the St. Johns River Water Management District (SJRWMD) cost share grant.

Ormond Beach Force Main Improvements 2018 - City of Ormond Beach
Kevin oversaw design, bidding and construction phases for this project. The project included force main improvements in four (4) sections of beachside Ormond Beach. The improvements were constructed in Volusia County and FDOT rights-of-way and construction administration included coordinating shutdowns for tie-ins

North Peninsula Force Main Extension – Volusia County
Kevin oversaw design, bidding and construction phases for this project. This project included extension of the wastewater force main to serve residents of unincorporated Volusia County north of Ormond Beach. The force main was extended to serve four (4) condominiums previously served by onsite 'package' style WWTPs at the end of their useful life. Project scope included abandonment of the WWTPs and construction of four (4) new lift stations to serve the properties.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



45 Years of Experience

Education

- BS, Civil Engineering, University of Central Florida, 1978

Registrations

- Professional Engineer #32645
- Registered Landscape Architect #0001553
- General Contractor #C021951
- Commercial Pool Contractor #CP C048220
- Real Estate Broker #BK 0349954

Affiliations

- National Society of Professional Engineers
- Florida Engineering Society

Parker Mynchenberg, P.E., R.L.A.

Civil Engineer of Record / Landscape Architect of Record

Parker Mynchenberg founded Parker Mynchenberg & Associates in 1984 and has served as the Principal in Charge since the firm's founding. Parker is one of the areas leading Civil Engineers with a proven track record of successful projects for public and private clients within Volusia and Flagler Counties. Parker's design and permitting experience includes hundreds of utility systems constructed within the City of Daytona Beach.

Project Experience

Daytona State College Student Union – City of Daytona Beach
Design of a 78,000 SF Student Union on Daytona Campus and associated chilled water, water, sewer, paving and drainage improvements.

Daytona State College Student Housing – City of Daytona Beach
Design of a four-story 264 bed 52,505 sf dormitory. The design also includes parking, drainage, water, sewer, landscape, and irrigation improvements.

Embry-Riddle Aeronautical University Student Union - City of Daytona Beach
Design of a 4-story, 178,077 SF student union with associated water, sewer, paving, drainage, landscape, irrigation, hardscape and lighting improvements.

Embry-Riddle Aeronautical University Welcome Center - City of Daytona Beach
Design of Jim W. Henderson Administration and Welcome Center. The project consisted of a 2-story, 37,454 SF welcome center building with eight (8) covered parking stalls, 45 additional parking stalls, additional drainage, utility, ornamental pond, landscape, irrigation, and reuse improvements.

Embry-Riddle Aeronautical University Aerodynamic Lab and Wind Tunnel - City of Daytona Beach
Design of a 51,294 SF 2-story aerodynamic lab, 18,000 SF wind tunnel and associated parking, sidewalks, landscape, irrigation, and utility improvements.

Embry-Riddle Aeronautical University Print Shop - City of Daytona Beach
Design of a 7,560 SF one-story print shop building and a 10,375 SF two-story production building for uses that are accessory to ERAU. The design also includes modifications to retention pond, drainage, water, sewer, landscape, and irrigation improvements.

Embry-Riddle Aeronautical University Applied Aviation and Engineering Research Hangar - City of Daytona Beach
Design of a 18,2523 SF hangar and office/lab and associated paving, and utility improvements including a future drone cage and future test cell.

Embry-Riddle Aeronautical University Student Housing - City of Daytona Beach
Civil Engineer and Landscape Architect. Design of a 7 story, 452 bed dormitory (Floors 2-7) 201,438 sf and 33,860 sf first floor office/business. Design also includes drainage, utility, sidewalk, landscape, site lighting, hardscape, and irrigation improvements.

Holly J. Walker, PE, RSP$_1$, CPM

Principal/Senior Engineer

WALKER WALKER CONSULTING, LLC

Holly Walker has 27 years of experience in the areas of Transportation Planning, Traffic Engineering, Safety Studies, and Traffic Operations and Analysis. Her experience includes 16+ years with the Florida Department of Transportation (FDOT) Districts 2, 3 and Central Office, which included serving as the project engineer, contract manager, developer, reviewer or trainer for traffic engineering and safety studies, interchange access requests, corridor studies, research studies and design exceptions and variations. Holly has unmatched experience and success in developing and implementing policies, procedures, processes, trainings and events addressing Design Exceptions and Variations, Crash Analysis, Interchange Access Requests (IARs), and Highway Safety Improvement Program (HSIP) tools and applications that have been used for over 10 years.

SR 320 from Manatee Springs State Park to SR 55 (US 19), Levy County, FDOT District 2
Senior Engineer for this 3R project along 5.7 miles of two-lane undivided. Services included crash analysis and detailed No Passing Zone study.

Community Traffic Safety Program Contract, FDOT District 2
Senior Engineer providing assistance to the CTSP Support Contract including meetings, educational articles, roadway concerns analysis, and presentations.

New Berlin Road Widening, Duval County, City of Jacksonville
Senior Engineer for this 4-mile widening from 2-lane to 3-lane project. Services include development of the Design Traffic Analysis Report (DTAR), need for Mid-block crossing locations, and Intersection Control Evaluations (ICE) for major intersections.

SR 35 (US 301) Wildwood, Sumter County, FDOT District 5
Senior Engineering/Engineer of Record (EOR) for development traffic analysis that included signal warrant analysis, turn lane evaluations, and Intersection Control Evaluation (ICE) with consideration of the planned FDOT 4-lane widening project.

Shindler Drive Phase 2, Duval County, City of Jacksonville
Senior Engineer for this two-lane undivided roadway widening project. Provided analysis of safety issues to determine the primary factors for crashes and recommendations to improve the safety of the corridor within the design.

Cahoon Road Phase 2, Duval County, City of Jacksonville
Senior Engineer for this two-lane undivided roadway widening project. Provided analysis of safety issues to determine the primary factors for crashes and recommendations to improve the safety of the corridor within the design.

Hodges Boulevard from SR 202 (J Turner Butler Boulevard) and Glen Kernan Parkway Duval County, City of Jacksonville
Project Manager/Engineer of Record (EOR) for development traffic analysis that included 5-year crash analysis, collision diagrams, qualitative assessment, signal warrant analysis, turn lane evaluations, intersection capacity analysis, and queue analysis.

Gate Parkway and Shiloh Mill Road, Duval County, City of Jacksonville
Traffic Control Plan Engineer of Record (EOR) providing guidance to senior CAD designers for preparing Temporary Traffic Control Plans and lane closure analysis for phased development construction.

YEARS OF EXPERIENCE: 27

EDUCATION
- BSCE Florida A&M University (1998)

PROFESSIONAL LICENSE/REGISTRATION
- Professional Engineer, Florida No. 60822 (2004)
- Road Safety Professional, No. 179 (2018)
- Certified Public Manager (2008)
- Advanced FDOT Temporary Traffic Control (TTC), No. 69995 (2021), No. 634487 (2025)

CERTIFICATIONS
- Distinguished Toastmaster
- FDOT Management Academy
- FDOT Supervisor's Academy
- FDOT Basic Design Instructor Training (BDIT)
- FDOT Specifications Package Preparation Training for Consultants
- CarFit Technician/Coordinator
- Child Passenger Safety (CPS) Technician

AREAS OF SPECIALIZATION/EXPERTISE
- Project Management
- Contract Management
- Training Development and Delivery
- Design Exceptions and Variations
- Highway Capacity Analysis
- Traffic Engineering/Traffic Safety
- Synchro and SimTraffic
- Roadway Lighting Justification
- Intersection Control Evaluation (ICE)
- Interactive Highway Safety Design Model (IHSDM)
- Road Safety Audits (RSA)
- Highway Safety Manual (HSM)

AFFILIATIONS
- Institute of Transportation Engineers (ITE)

103rd Street at Daniel Terrace, Duval County, City of Jacksonville
Project Manager/Engineer of Record (EOR) to modify existing signal timing within a coordinated system to accommodate the addition of a fourth leg approach.

SR 5 (US 1/Philips Highway) at Pinnacle Point Drive, Duval County, City of Jacksonville
Project Manager / Engineer of Record (EOR) for signalization plans to install a traffic signal at a T-intersection. The design plans include signalization plans with signal operating plan development, timing calculations, equipment location, pole locations, signing and pavement marking, extension of turn lanes, utility coordination for intersection lighting, providing pedestrian signals and crosswalks, ITS interconnect, splice diagrams, structural support, and foundation calculations.

Corklan Drive from Gran Bay Parkway to Flagler Center, Duval County, City of Jacksonville
Project Manager for development signing and pavement marking plans incorporating turn lanes, resurfacing and pavement markings.

Veranda Bay Development, Flagler County, City of Flagler Beach
Project Manager/Engineer of Record (EOR) of the Comprehensive Plan Amendment Traffic Analysis for a mixed-use, low-density development involving coordination between two (2) cities, two (2) counties, and FDOT.

Summertown Development, Flagler County, City of Flagler Beach
Project Manager/Engineer of Record (EOR) of the Comprehensive Plan Amendment Traffic Analysis for a mixed-use, low-density development involving coordination between two (2) cities, two (2) counties, and FDOT.

Avenue and Grand Street, Orange County, City of Orlando
Project Manager/Engineer of Record (EOR) for Mid-block pedestrian crossing study to determine the appropriate pedestrian features for expansion of a regional medical facility. Analysis included nighttime lighting measurements and evaluation.

SR 600 from N. Alabama Ave to East of CR 4101/N. Kepler Road, Volusia County, FDOT District 5
Analyst to evaluate roadway design criteria for 2.616-mile resurfacing project to extend the life of existing pavement including development and processing ten (10) design variation memorandums and design variations for non-compliant criteria.

SR 30 (US 98) from SR 30A (US 98) to W of SR 75 (US 231/Harrison Avenue), Bay County, FDOT District 3
Analyst investigating safety issues along the corridor for the resurfacing project. Conducted a road safety review and no-passing zone review to determine the primary factors for crashes and propose recommendations to improve the safety of the corridor.

TSM&O Program and Strategic Plan, Florida's Turnpike Enterprise (FTE)
Project Manager/Contract Manager for the coordination and formalizing of the implementation and refinement of the Turnpike TSM&O Program Strategic and Implementation Plans. Provide project management of consultant continuing services contracts performing TSM&O and Safety studies including Lane Departure, Advanced Traffic Signal Control (ASCT) and Connected Vehicle (CV) Readiness.

Osceola Polk Line Road and Old Lake Wilson Road, Osceola County
Project Manager/Engineer of Record (EOR) conducted traffic signal warrant analysis for the Retreat at Lake Wilson development. Responsibilities included conducting existing and future conditions traffic analysis, safety analysis and preparation of study.

SR 19 at Slim Haywood, City of Tavares
Project Manager/Engineer of Record (EOR) for signalized intersection modification plans to accommodate safety feature upgrades for pedestrians. Responsibilities included field review, overseeing design plans in accordance with FDOT requirements, review and prepare signal timing adjustment, and provided recommendations to project team.

Off-System Safety Contract, FDOT District 2
Deputy Project Manager providing support assistance to the Consultant Services for Transportation Management Center Area-Wide Contract for FDOT, District 2 on a wide range of operational, engineering and planning services for the District 2 ITS Program and Traffic Management Center. Traffic Incident Management (TIM) Team support included meetings, newsletters, and Road Ranger inspections ride-a-longs and inspections.

Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

VERANDA BAY PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement') is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the "City"), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, and **Palm Coast Intracoastal, LLC, a Florida limited liability company ("PCI")** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and **Veranda Bay Investments, LLC, a Florida limited liability company ("Veranda")** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 (hereinafter collectively referred to as the "Owners") this ___ day of _____, 2026 (the "Effective Date") and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

A. The parties desire to annex the following properties (the "Annexed Property", **Exhibit. "A"**) into the City of Flagler Beach.

B. PCI is the owner of certain real property located in Flagler County, Florida consisting of approximately 93 acres, which real property is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the "PCI Property");

C. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 58 acres, which real property is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Veranda Property");

D. PCI conveyed parcels of land and lots of records to third parties (the "Sold Parcels") generally identified in those final plats recorded at Plat Book 40, Pages 59 through 64 (Phase 1A) and Plat Book 40, Pages 65 through 70 (Phase 2A). Pursuant to Section 3.2(r) of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Veranda Bay, recorded in Official Records Book 2723, Page 302, all of Public Records of Flagler County, Florida, the owners of the Sold Parcels consented to their respective Sold Parcel being annexed into the City of Flagler Beach and delegated to PCI the power and authority to do so. The Sold Parcels are more particularly described on "**Exhibit A";**

E. PCI is also the declarant and developer of a mixed-use project generally known as Veranda Bay (f/k/a The Gardens at Hammock Beach) (the "Project") encompassing the Annexed Property subject to numerous governmental approvals (the "Approvals") which include but are not limited to those identified on **Exhibit "B"**;

F. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands future land use designation under the provisions of the Flagler County Comprehensive Plan;

G. 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;

H. 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");

I. 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;

J. 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;

K. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

L. 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.";

M. 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.";

N. 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;

O. The City has taken action to (i) expand the capacity of its potable water, waste water and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

P. 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.

Q. 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;

R. 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;

S. 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;

T. 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

U. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter. The persons executing this Agreement represent that they have full authority and the necessary approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the 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 PCI 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[1]. 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

[1] In 2024, the City executed a utility agreement providing 31,000 gallons per day of water and sewer capacity for development in Tract 1-A of the Annexed Property.

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 they are 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 one-hundred foot (100') in average width along the eastern side of the right of way. In addition, the Owner shall provide a minimum of forty percent (40%) of land as open space as may be defined by its current Land Development Regulations (LDR) or subsequent development agreements. In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and

mitigation rules and ordinances unless otherwise agreed to in writing by the parties. This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property's systems, as applicable or as may be exempt. The City further acknowledges that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies ("Stormwater Plans. 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.

(K) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain and not subject to forfeiture.

(L) 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.

(N) 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.

(E) The City shall honor, accept, and approve the development on Tract A-1, as shown in the Concept Plan, Plats and previously approved construction plans even if such development might be inconsistent with the City's rules and regulations. Notwithstanding, the parties may by mutual agreement amend any development order presently affecting the Annexed Property.

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 15. In the event that a party files an action in court

relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties' responsive pleadings are filed.

Section 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. If an exhibit is inconsistent with any term of this Agreement, such term(s) of this Agreement shall govern and take priority.

Section 25. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Annexed Property, and all parts and parcels thereof, and this Agreement shall be binding upon the inure to the benefit of both the City and the Owners and their assigns and successors in interest to the said Annexed Property, and all parts and parcels thereof.

Section 26. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 27. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:	City Manager City of Flagler Beach City Hall 105 S. 2nd Street Flagler Beach, FL 32136
To the Owners:	Palm Coast Intracoastal, LLC 3129 Springbank Lane Charlotte, NC 28226 Veranda Bay Investments, LLC 3129 Springbank Lane Charlotte, NC 28226
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

Section 28. 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 29. 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 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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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 _____, 2026.

_____
NOTARY PUBLIC

For the use and reliance of the City of
Flagler Beach only. Approved as to form and
Legal sufficiency.

_____
City Attorney

WITNESSES

PALM COAST INTRACOASTAL, LLC, a Florida limited liability company

_____
Signature
Print Name:_____

By:_____
William G. Allen Jr., Manager

_____
Signature
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 Jr., as Manager of Palm Coast Intracoastal, LLC and who is personally known to me on this _____ day of _____, 2026.

_____
NOTARY PUBLIC

WITNESSES

VERANDA BAY INVESTMENTS, LLC, a Florida limited liability company

_____
Signature
Print Name:_____

By:_____
William G. Allen Sr., Manager

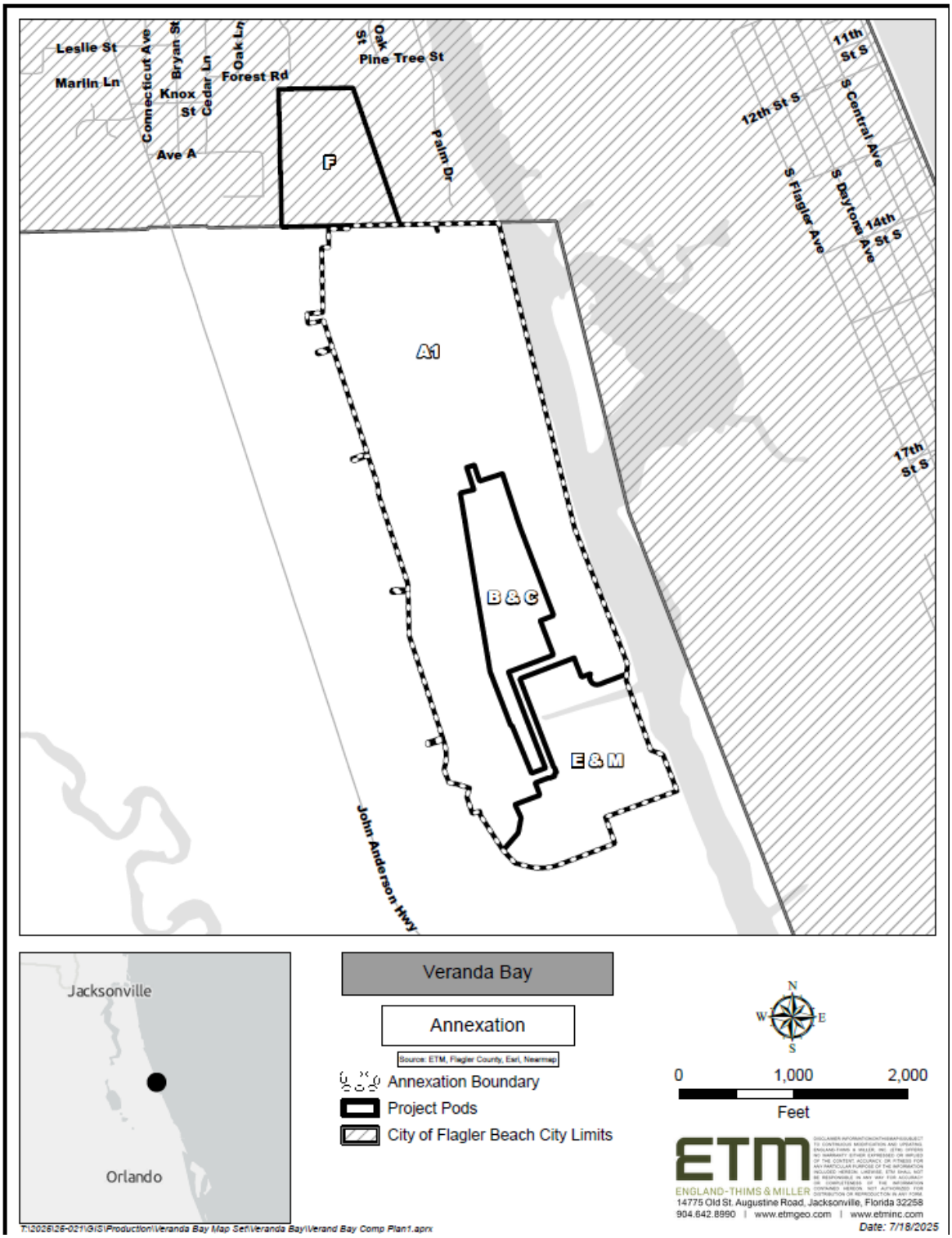
_____
Signature
Print Name:_____

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 _____, 2026.

_____
NOTARY PUBLIC

EXHIBIT "A"


Leslie St
Marlin Ln
Connecticut Ave
Bryan St
Knox St
Cedar Ln
Oak Ln
Forest Rd
Oak St
Pine Tree St
Ave A
F
Palm Dr
A1
B & C
E & M
John Anderson Hwy
11th St S
12th St S
S Central Ave
S Flagler Ave
S Daytona Ave
14th St S
17th St S
Jacksonville
Orlando
Veranda Bay
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
Project Pods
City of Flagler Beach City Limits
N
W
E
S
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 7/18/2025
T:\2025\25-0211\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx

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 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 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"
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.

3. Army Corps of Engineers Permit number SAJ-1996-00918 effective December 3, 2020.

4. Florida Department of Environmental Protection Water Permit 0080281-030-DSGP effective January 6, 2021.

5. Florida Department of Environmental Protection Wastewater Permit 0018857-024-DWC effective January 6, 2021.

6. Public School Proportionate Share Mitigation Agreement with the Flagler County School Board effective January 19, 2020 and recorded on January 22, 2021 in Official Records Book 2518, Page 920, Public Records of Flagler County, Florida.

7. Flagler County Right of Way Permit issued on 4/18/2023 for offsite installation of reuse main and fittings along John Anderson Highway.

8. St. Johns River Water Management District ERP Permit number 80599-6 issued April 23, 2021 (Hammock Beach River Club Transfer – now known as Veranda Bay).

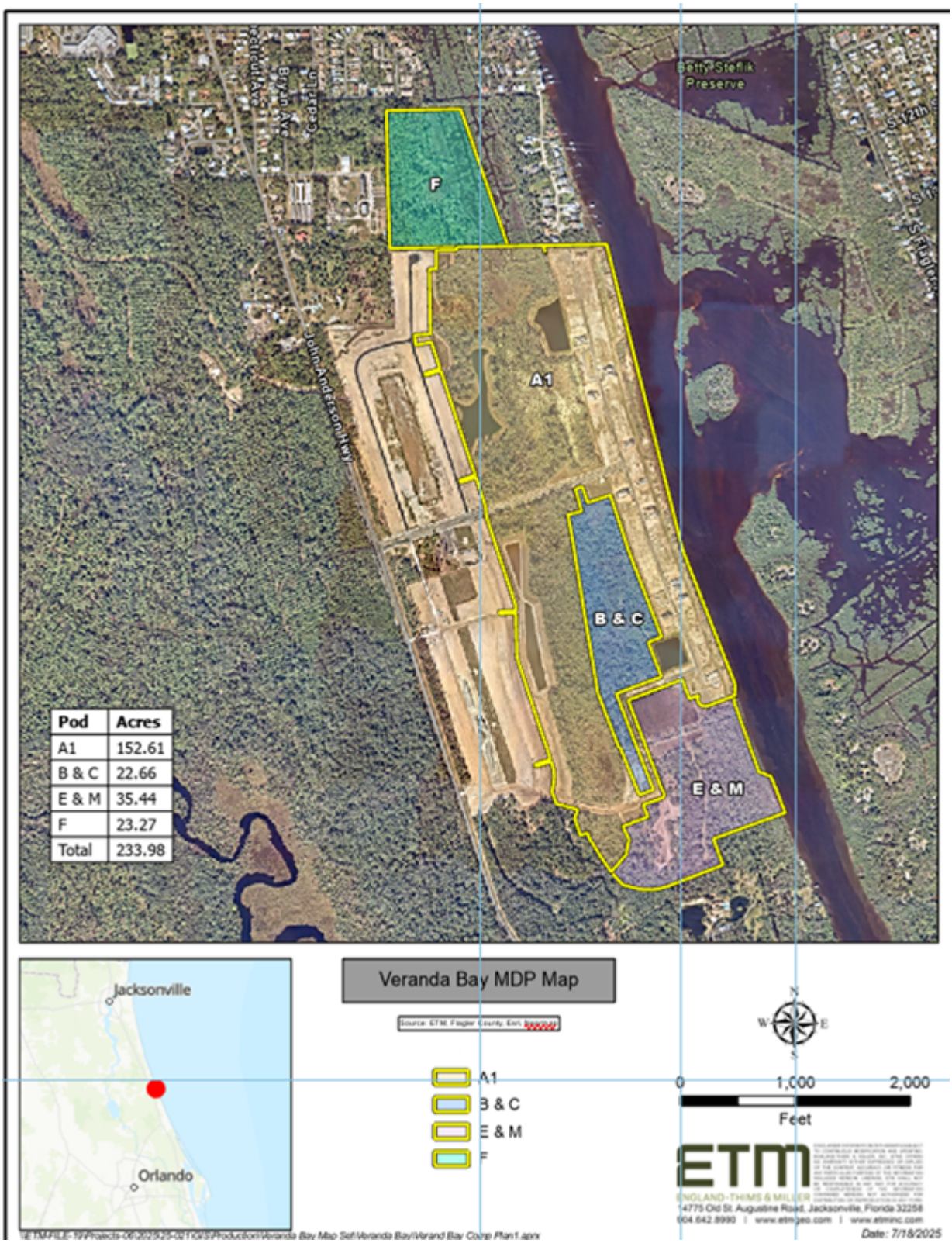
9. St. Johns River Water Management District ERP Permit number 80599-8 issued October 7, 2021 (Gardens Phase 1A, 1B, 1C, 2A, 2B and 2C – now known as Veranda Bay).

10. Utility Service Agreement with City of Flagler Beach recorded on March 29, 2022 in Official Records Book 2672, Page 74, Public Records of Flagler County, Florida.

11. Recorded Plat of Veranda Bay Phase 1A, recorded on July 21, 2022 in Plat Book 40, Pages 59 through 64, Public Records of Flagler County, Florida.

12. Recorded Plat of Veranda Bay Phase 2A, recorded on July 21, 2022 in Plat Book 40, Pages 65 through 70, Public Records of Flagler County, Florida.

EXHIBIT "C"


F
A1
B & C
E & M
Betty Stefik Preserve
John Anderson Hwy
Bryan Ave
Cedar Ln
S 12th
S Flagler
Pod | Acres
A1 | 152.61
B & C | 22.66
E & M | 35.44
F | 23.27
Total | 233.98
Jacksonville
Orlando
Veranda Bay MDP Map
A1
B & C
E & M
F
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmjax.com | www.etminc.com
Date: 7/18/2025

Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	January 22, 2026
Item Name:	Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property within the corporate and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" and in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; in accordance with 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 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:

The developments (Veranda Bay & Summertown) are projected to cumulatively generate $287.16M in revenues through 2045 and projected to exceed the City's annual cost for general government functions with a net surplus of $11M annually and $135M cumulatively by 2045.

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 1st reading 01162026
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. Ord 2025-21 Flagler-Palm Coast News-Tribune Attachment

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 form 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 _____, 2026.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____2026.

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°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

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 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 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"

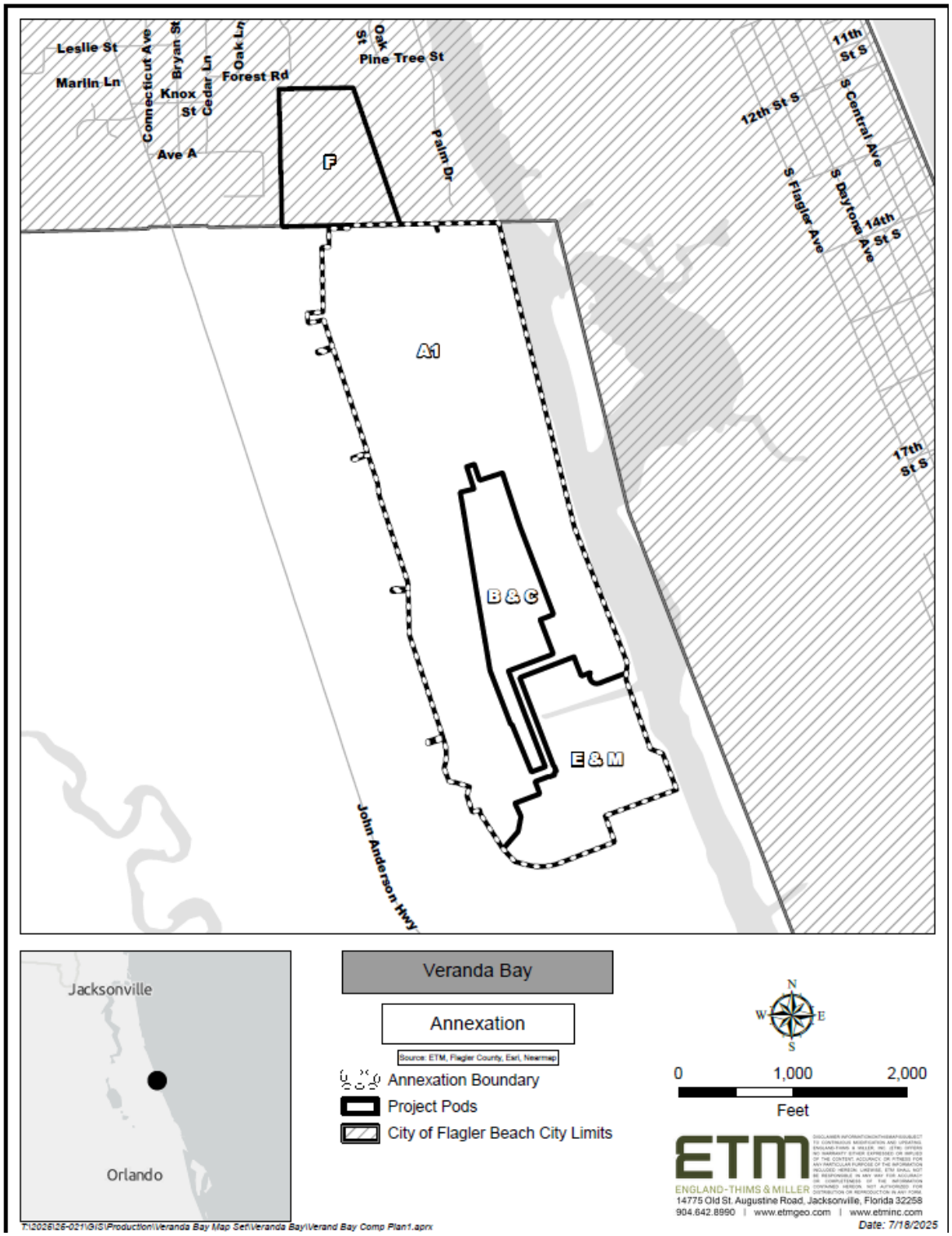

Leslie St
Marlin Ln
Connecticut Ave
Bryan St
Knox St
Cedar Ln
Oak Ln
Forest Rd
Oak St
Pine Tree St
Ave A
Palm Dr
F
A1
B & C
E & M
John Anderson Hwy
11th St S
12th St S
S Central Ave
S Flagler Ave
S Daytona Ave
14th St S
17th St S
Jacksonville
Orlando
Veranda Bay
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
Project Pods
City of Flagler Beach City Limits
N
W
E
S
0
1,000
2,000
Feet
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
T:\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Ordinance No. 2025-21 12.18.25

in the Circuit Court, was published in said newspaper in the issues of

Jan. 8, 15, 2026

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 331202

CITY OF FLAGLER BEACH
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Commission of the City of Flagler Beach on

(1) **January 22, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance No. 2025-21; and

(2) **February 26, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida the purpose of this hearing is to act upon and 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

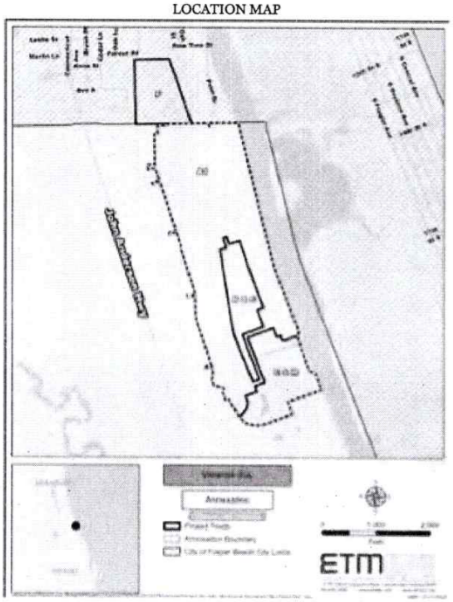
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida. (386) 517-2000 Ext. 233. The subject property comprising of approximately 210.70 acres is located south of State Road 100/Moody Blvd, east of John Anderson Hwy and west of the Intracoastal Waterway, as depicted in the map below.

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.

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



7763-331202
Jan. 8, 15, 2026

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Ordinance No. 2025-21 12.18.25 - DISPLAY

in the Circuit Court, was published in said newspaper in the issues of

Jan. 8, 15, 2026

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Clipping Attached)

Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 331208

CITY OF FLAGLER BEACH
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Commission of the City of Flagler Beach on

(1) **January 22, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance No. 2025-21; and

(2) **February 26, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida the purpose of this hearing is to act upon and 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

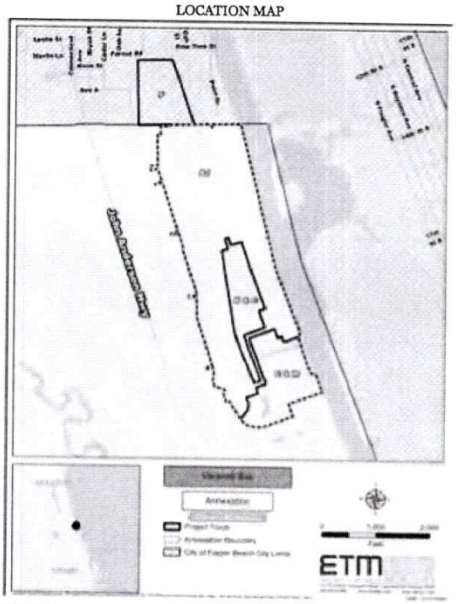
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. The subject property comprising of approximately 210.70 acres is located south of State Road 100/Moody Blvd, east of John Anderson Hwy and west of the Intracoastal Waterway, as depicted in the map below.

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.

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



7763-331208
Jan. 8, 15, 2026

331208

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 of Owner one (1)	_____ Signature of Owner two (2)
William G. Allen, Jr., Manager Subscribed and Sworn to (or affirmed) before me by	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.	This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.
HH 190061 01/02/26 Commission Number & Expiration	_____ Commission Number & Expiration
Tracey A. Benavides Notary Public	_____ Notary Public

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

_____ 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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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 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 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.cityoftlaglerbeach.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
Total Acreage:	+/- 211 Acres

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*.

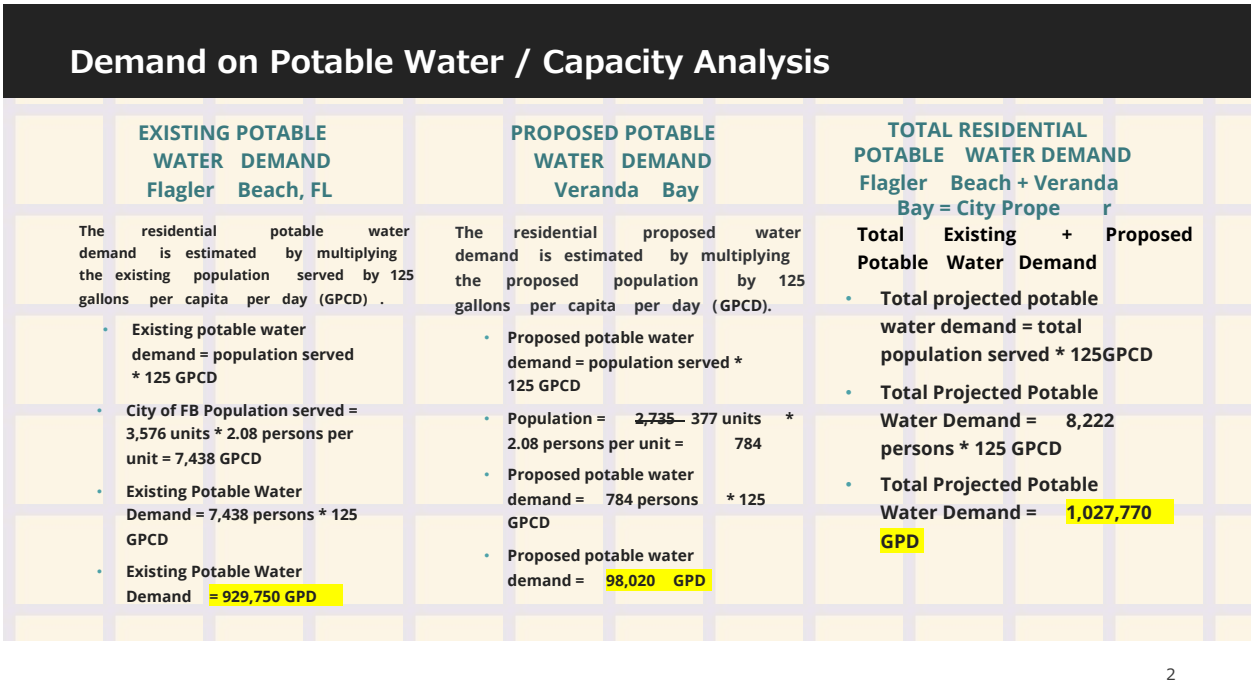
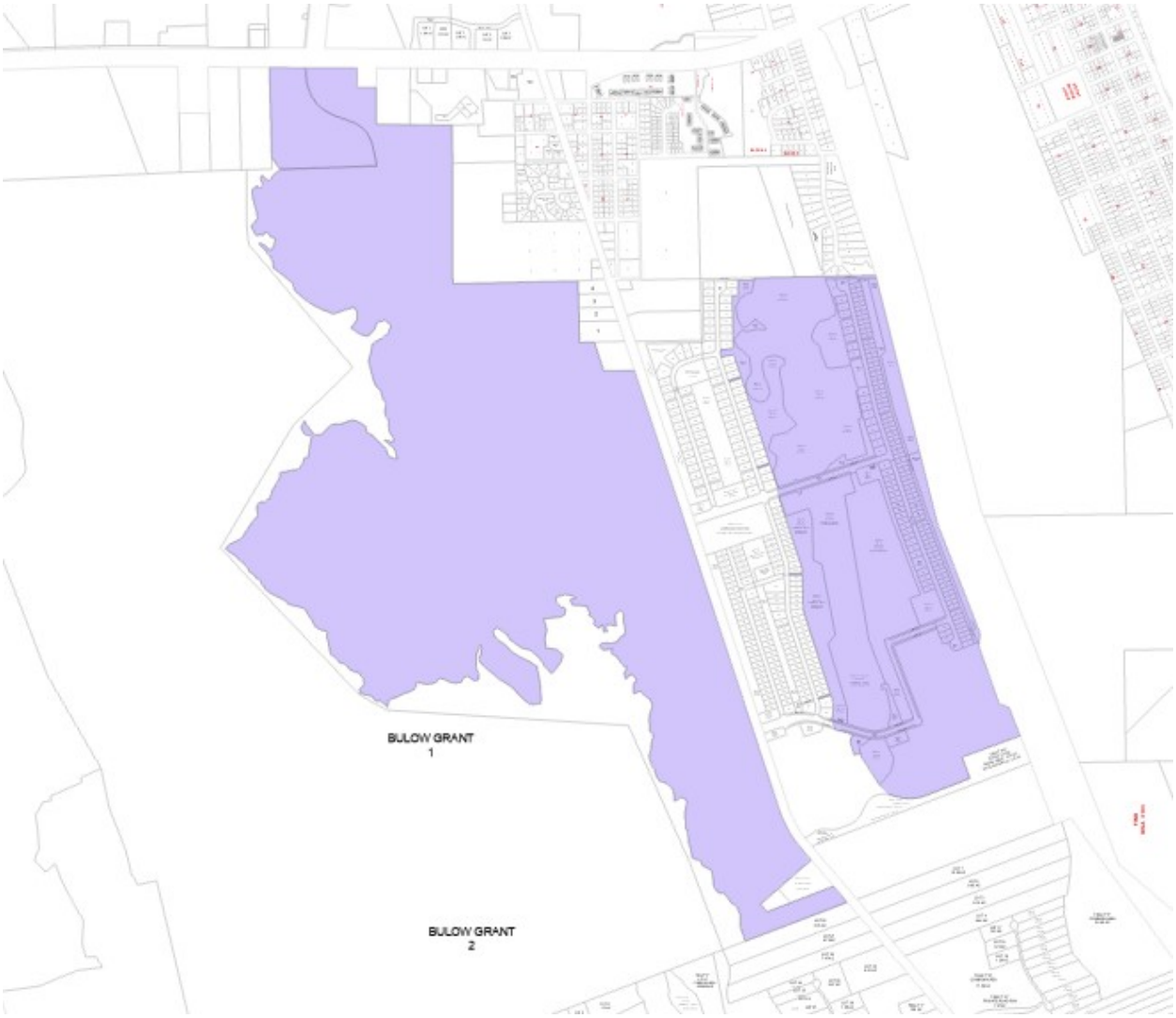


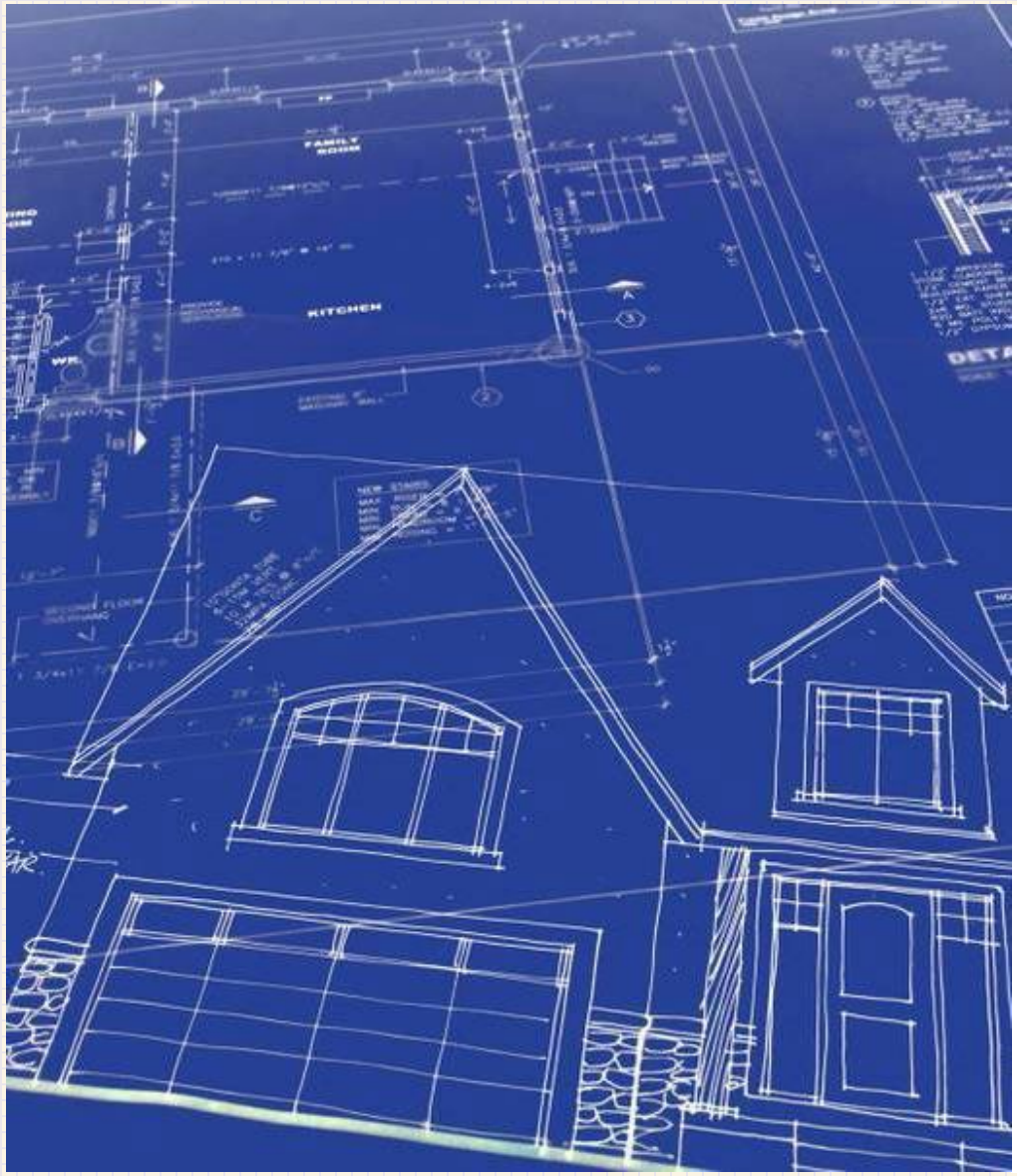
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

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.



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



City Commission

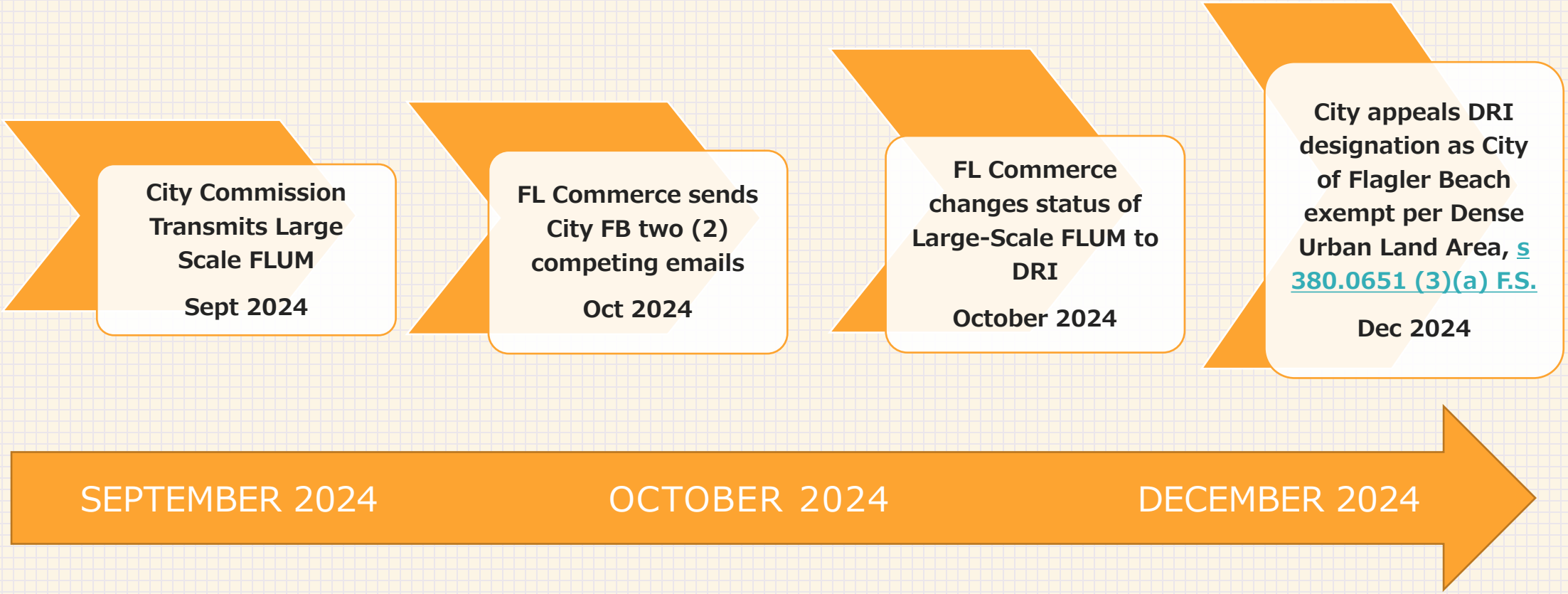
NOVEMBER 13, 2025

CITY COMMISSION CHAMBERS

Background Summary

Timeline

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

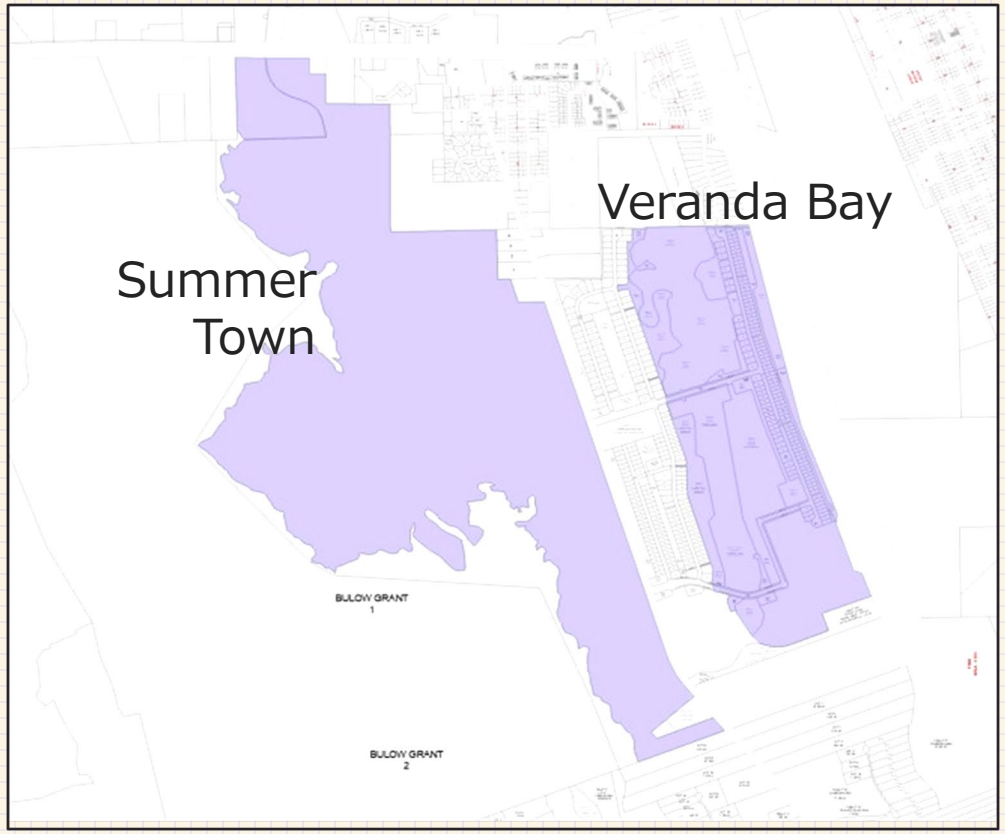
- Veranda Bay Petition for Voluntary Annexation 211+/- acres – Lupita McClenning
- Veranda Bay Request for Large Scale Future Land Use Amendment 234+/- acres – City Planner
- Veranda Bay Request to amend Zoning Map from Flagler County PUD to City of Flagler Beach Master Planned Development (MPD) District – Lupita McClenning
- Veranda Bay 2025 Master Planned Development Agreement – Section Overview

Voluntary Annexation

VERANDA BAY

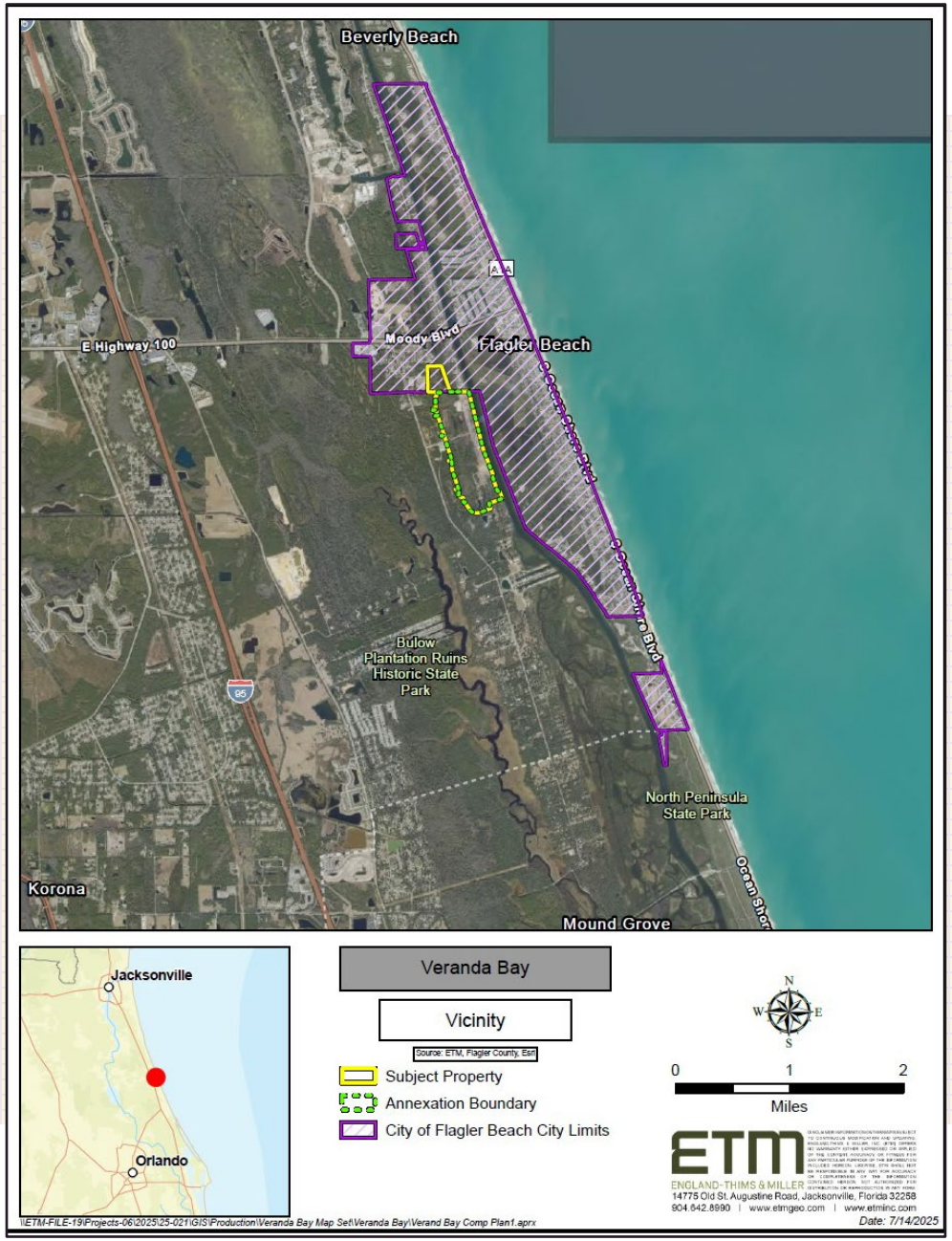
Voluntary Annexation into City of Flagler Beach, FL

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.**



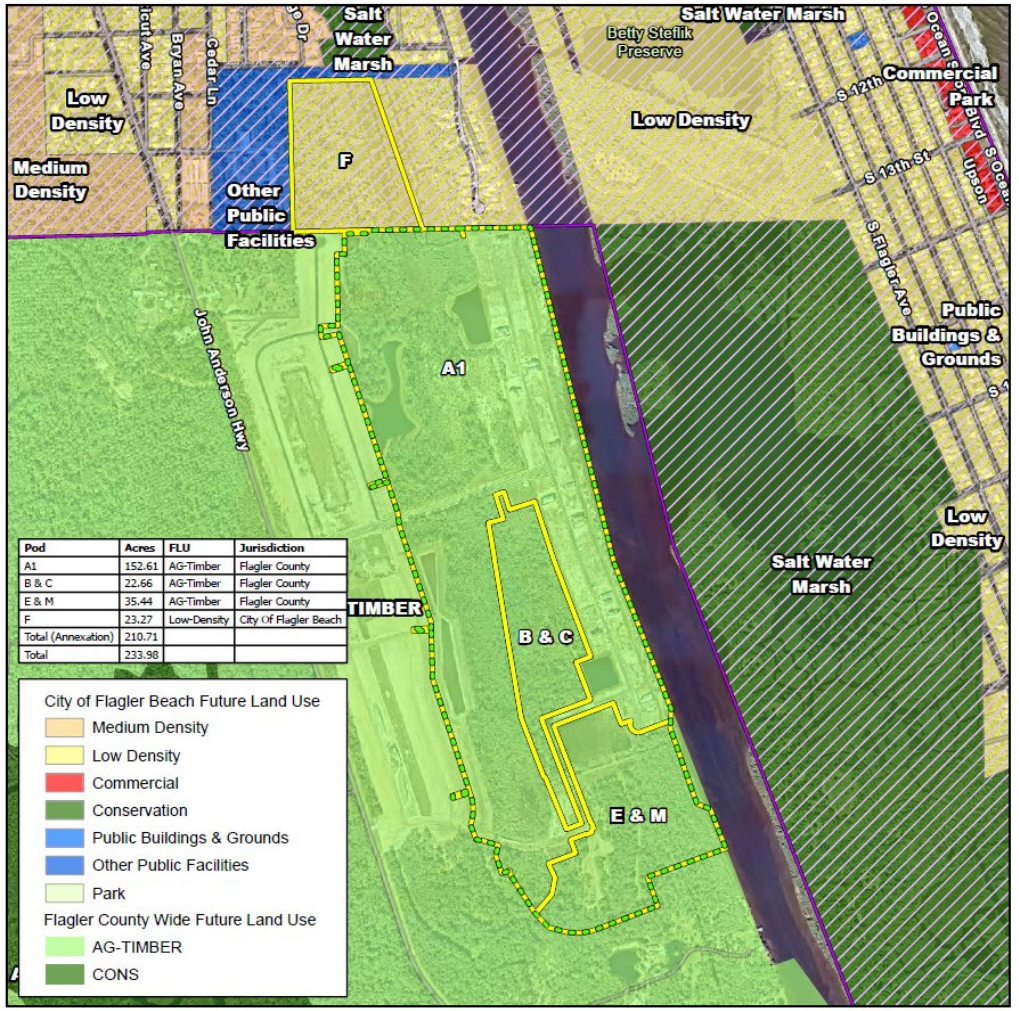
Veranda Bay Voluntary Annexation 211+/- acres

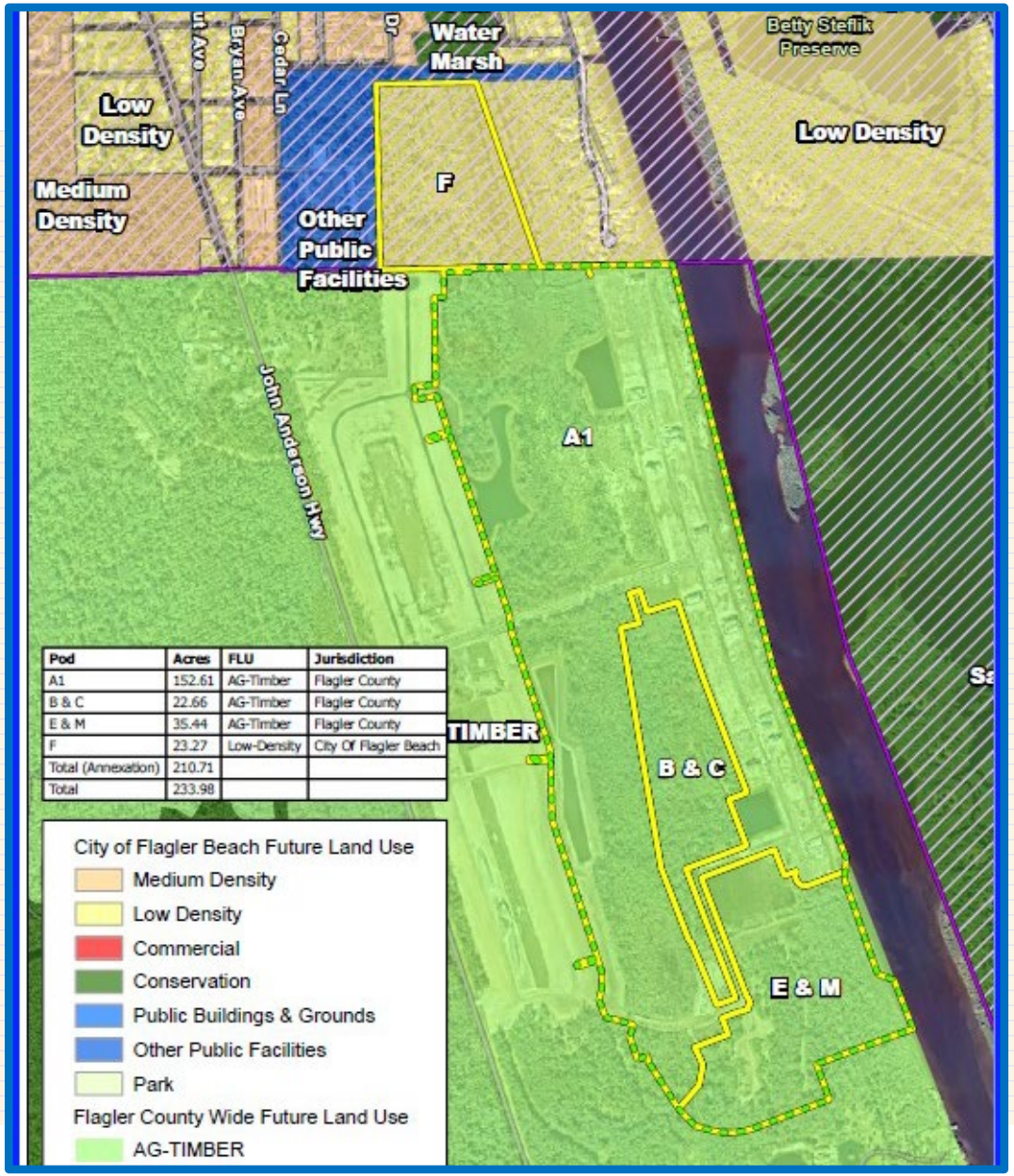
The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

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





Pod	Acres	FLU	Jurisdiction
A1	152.61	AG-Timber	Flagler County
B & C	22.66	AG-Timber	Flagler County
E & M	35.44	AG-Timber	Flagler County
F	23.27	Low-Density	City Of Flagler Beach
Total (Annexation)	210.71		
Total	233.98		

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%	

Veranda Bay proposed FLUM Map -City of Flagler Beach

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 COMMERICAL 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 COMMERICAL 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).

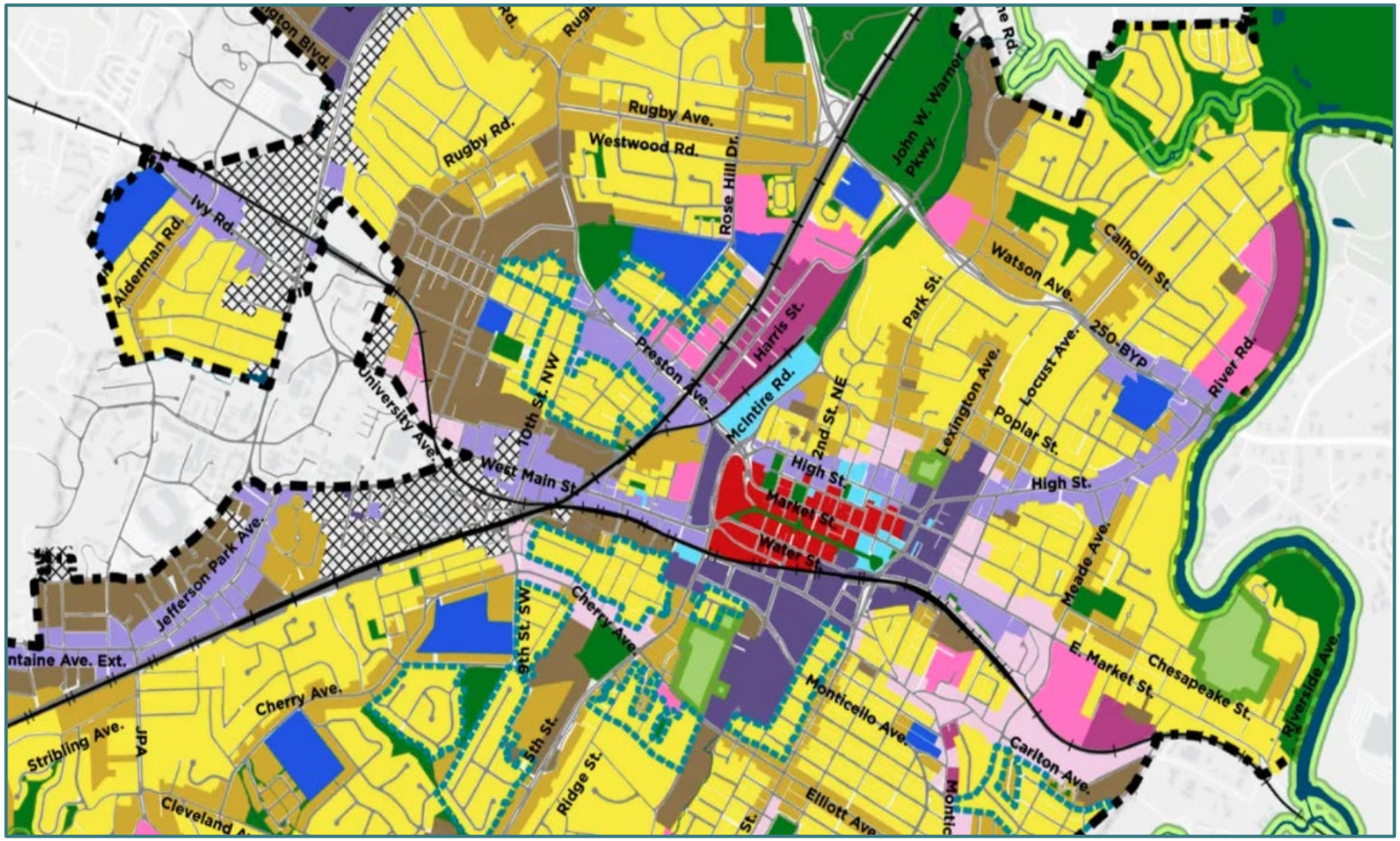
Staff recommends the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and in compliance with SB 180, and to recommend to the City Commission to approve FLUM Map amendment from unincorporated 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.



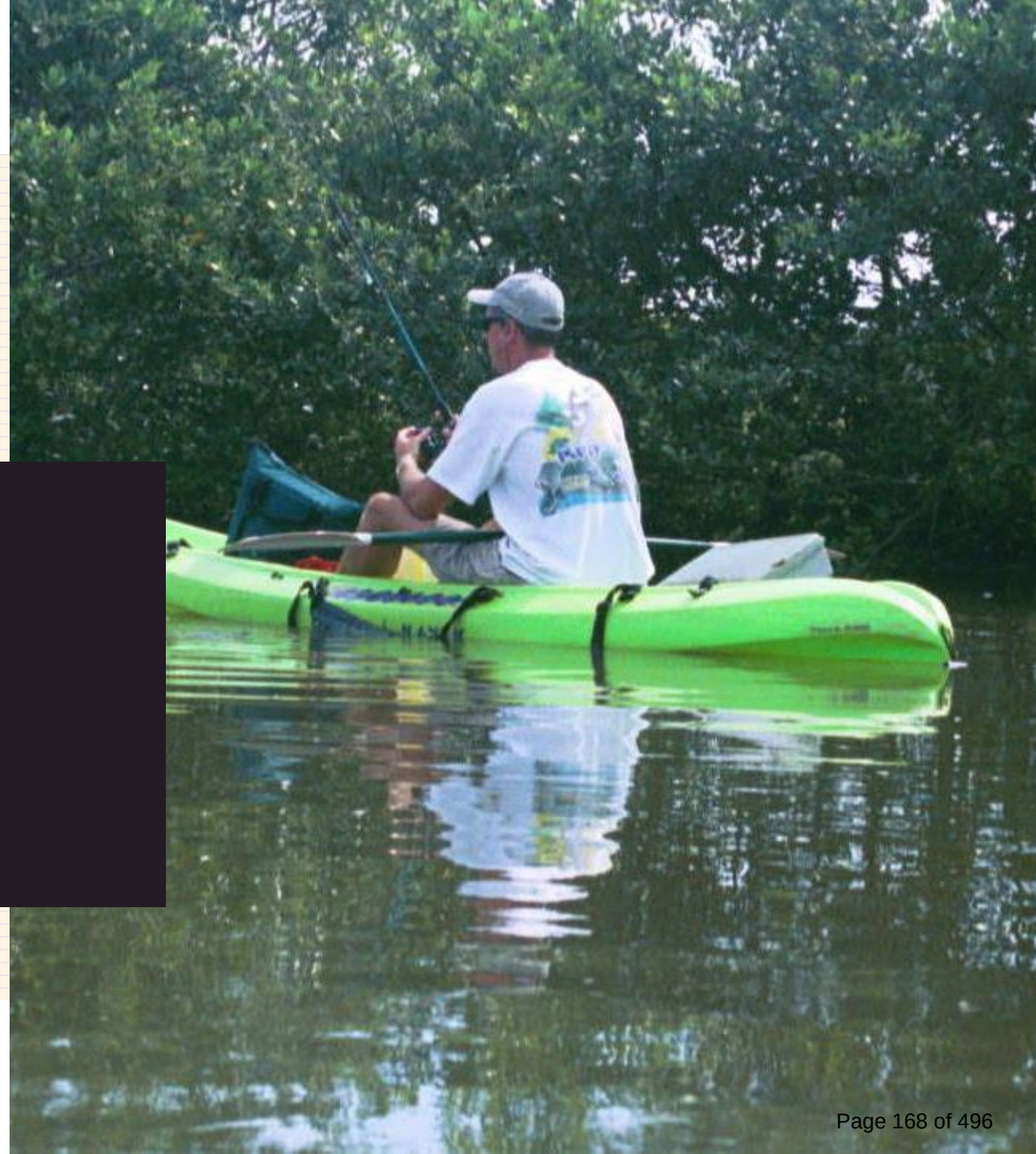
WHY IS IT IMPORTANT?

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

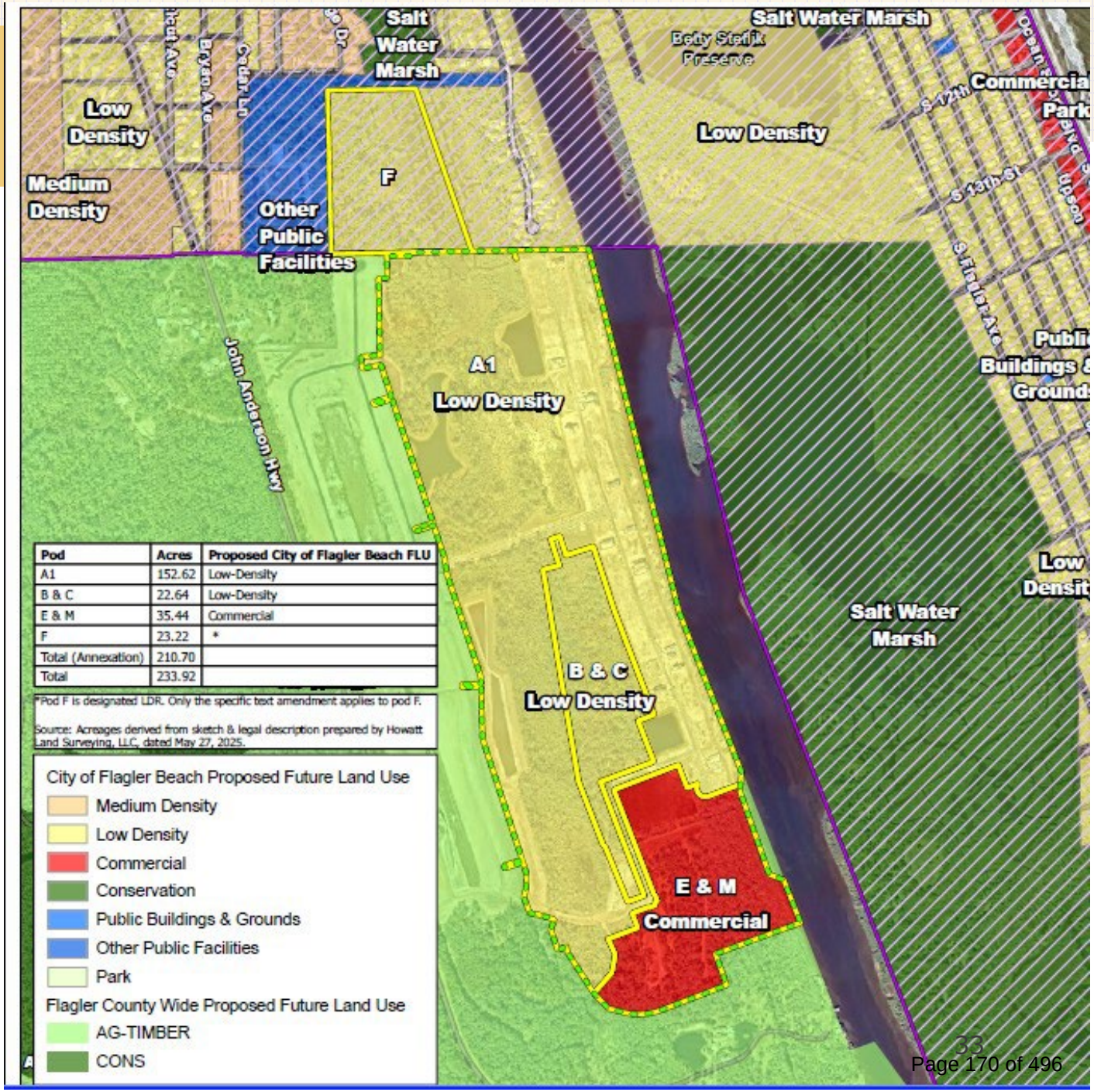
(a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions 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.

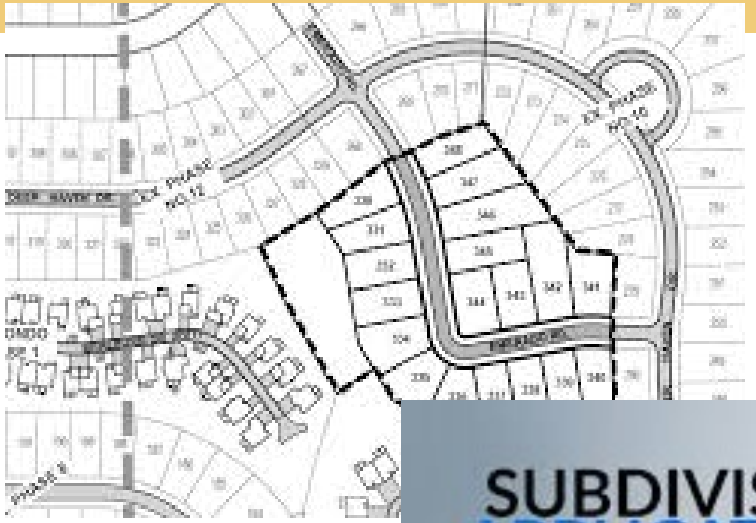
The MPD Master Plan aligns with the Comprehensive Plan, goals and policies.

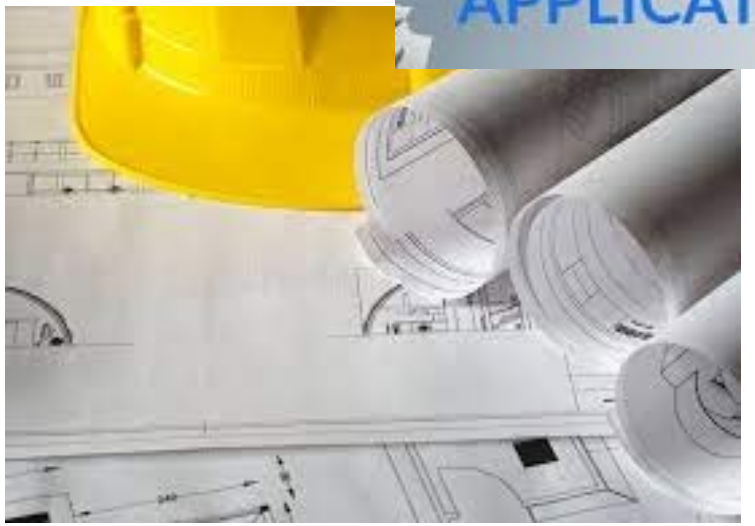
Including the exception of PUD performance standards, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

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.

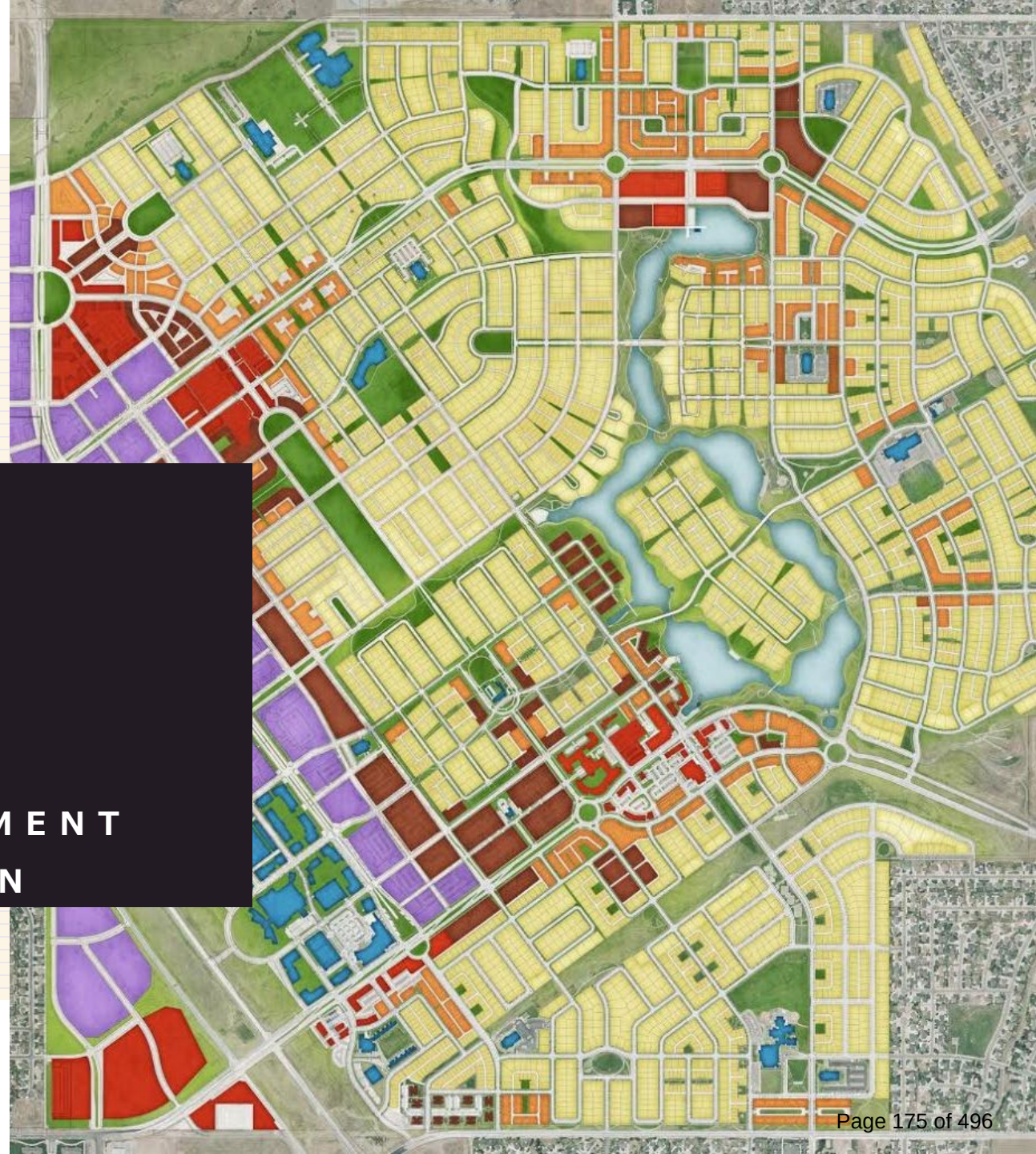
What is a Subdivision Regulation?





Section 5

MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MASTER PLAN



Section 5 – Modifications to Development Agreement *pgs. 6 & 7*

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

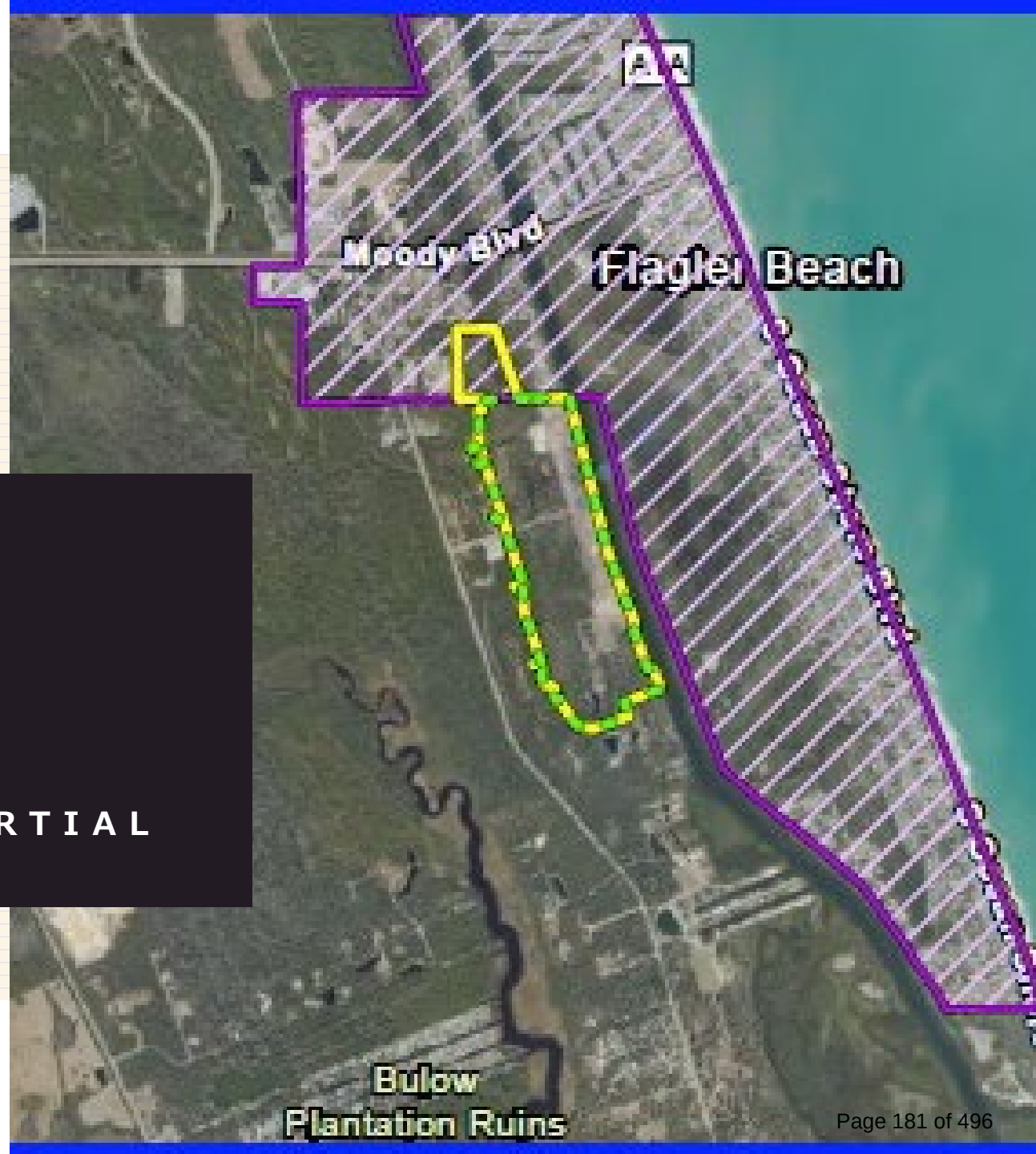
VEHICULAR/NON-VEHICULAR, INTERCONNECTIVITY & PEDESTRIAN ACCESS

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

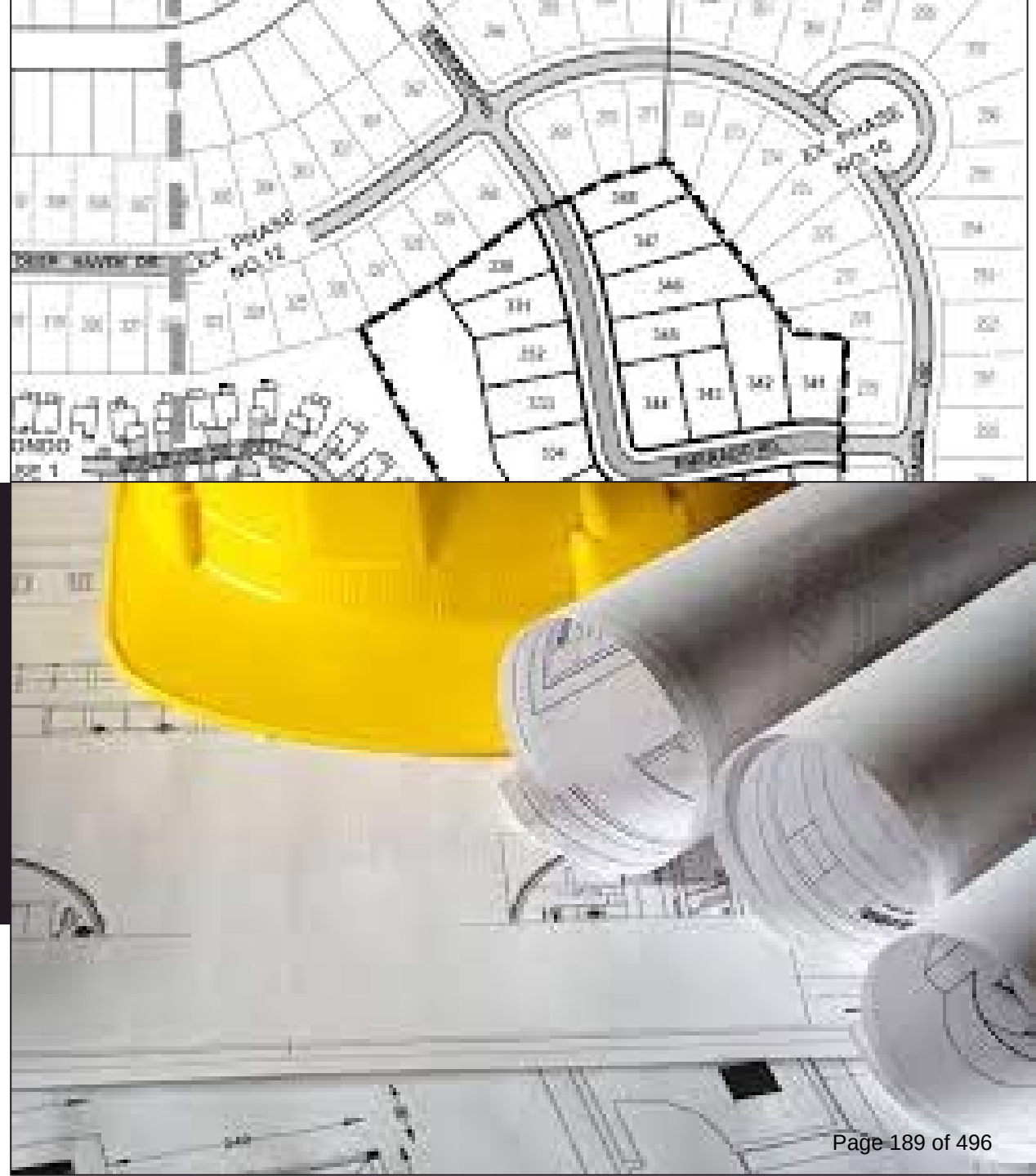
- 1100 acres
- Boating ramp
- Active and passive recreation
- Declarant shall dedicate or cause to be conveyed to City a two (2) acre park/recreational facility with direct access west side of John Anderson Highway
- Passive trail and recreation
- Coordinate with Flagler County to link Blue Way Trails.
- 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.

Pg. 14 Development Standards *pg. 14*

(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.

Development Standards *Pg. 16*

(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

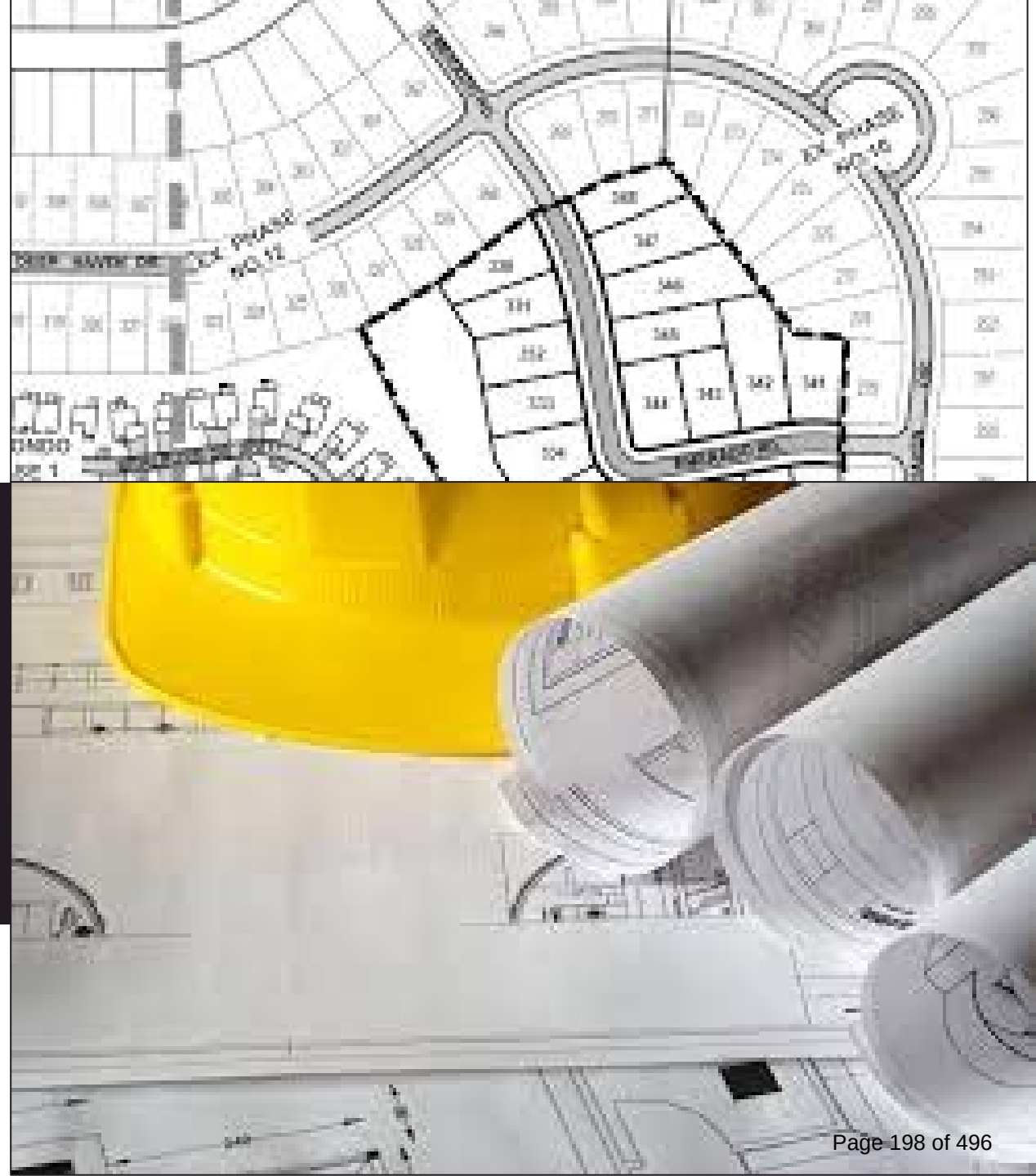
- Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

(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

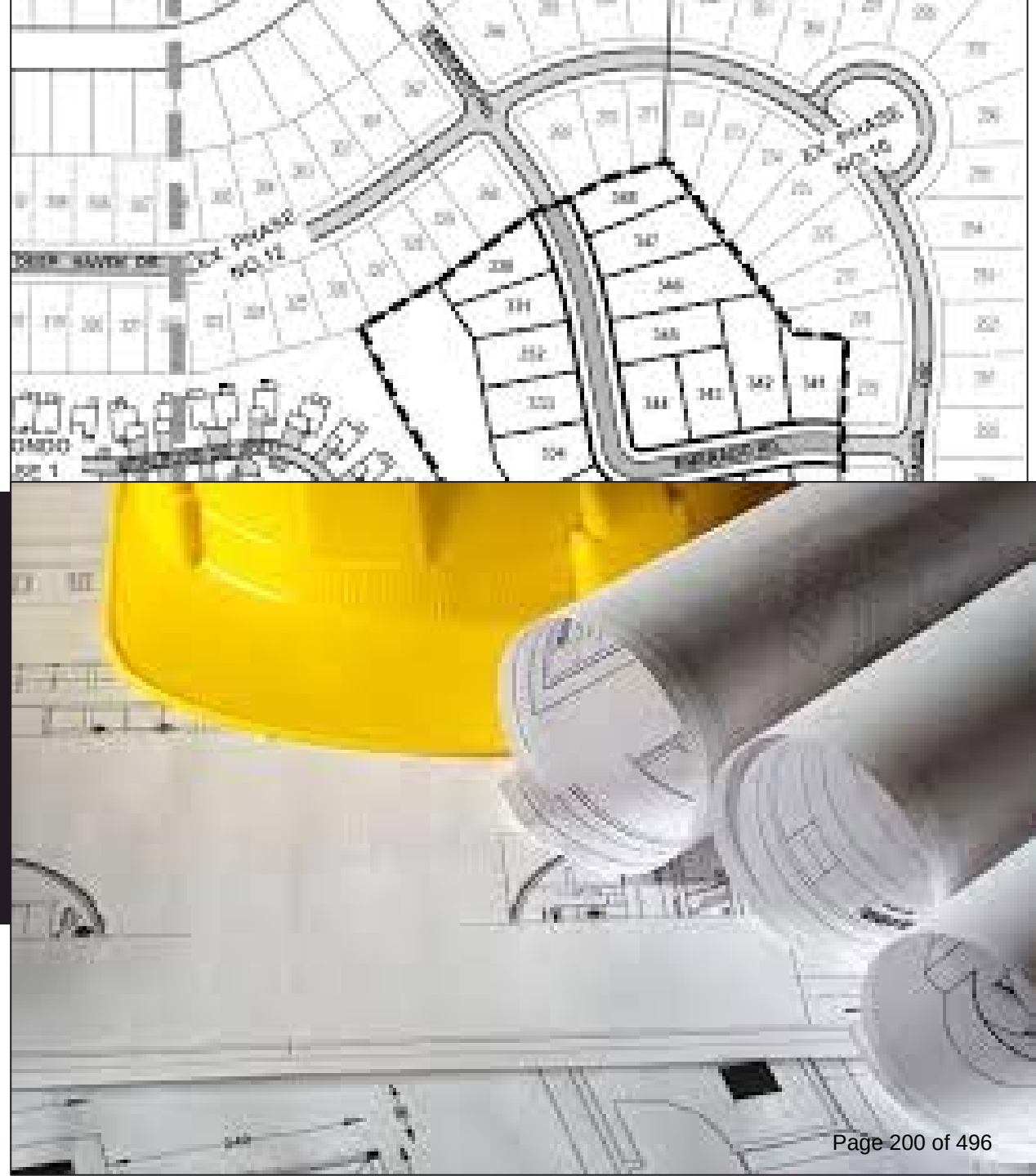
- Roadways shall be constructed concurrently with development of adjacent lots.
- Contiguous roadways will be available at all times prior to the issuance of building permits for that phase
- Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed 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*

Type	SF	Multi-family	Town House	Multi-family Marina
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%****

Section 12 Lot and Building Standards *pg. 27*

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.

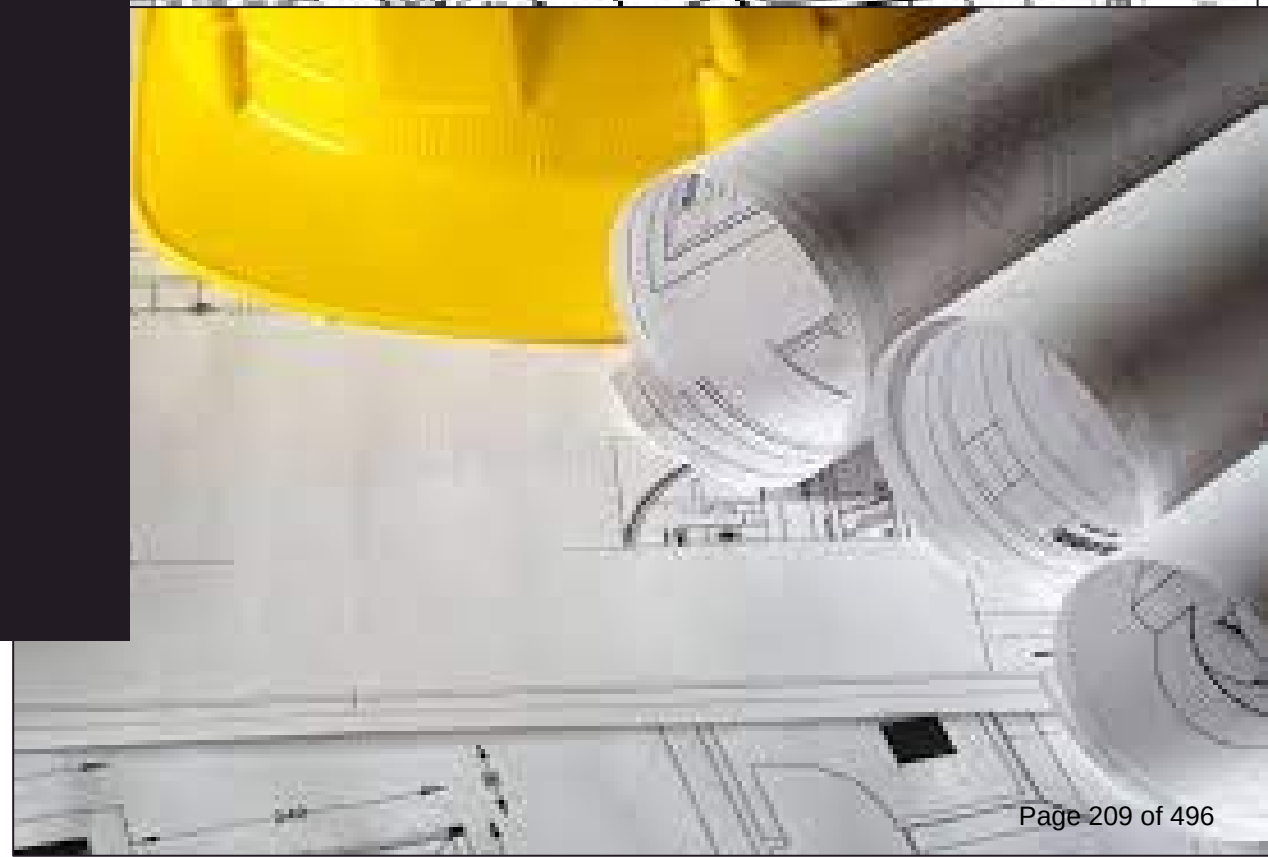
Declarant shall not be charged impact fees for the marina wet slips or dry slips.

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:

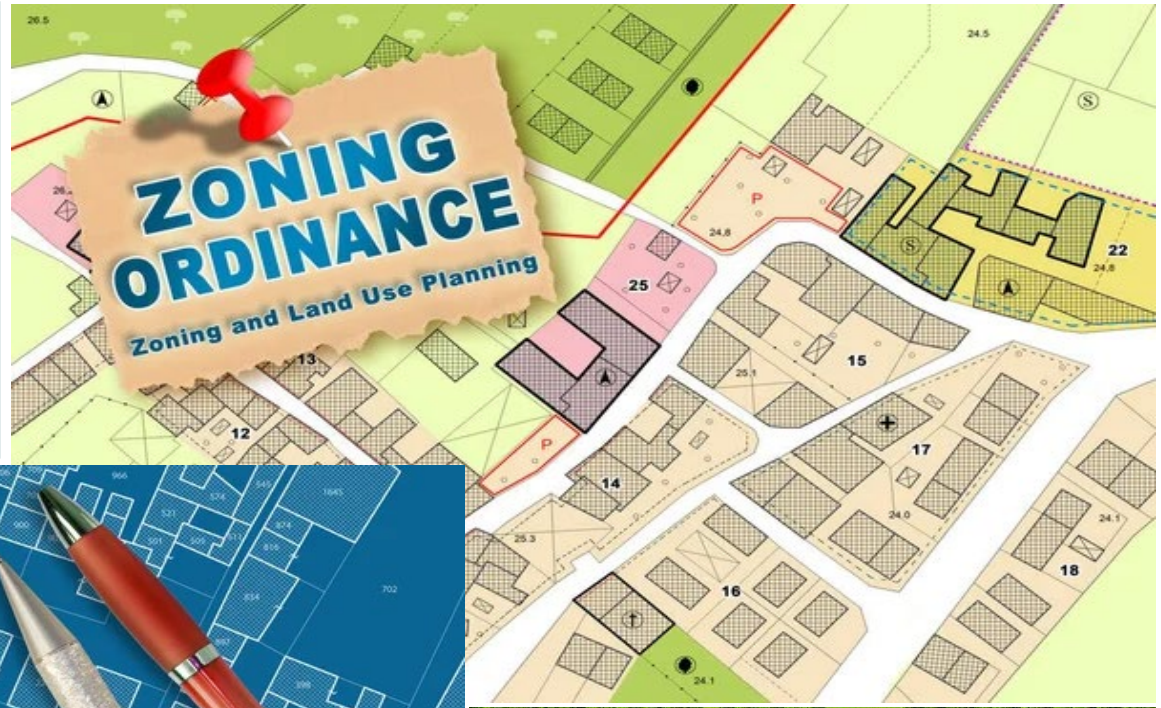
(i) the existing community development district,

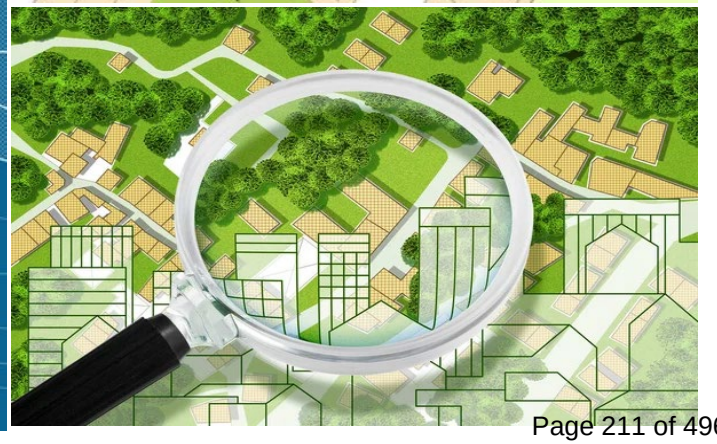
(ii) a property owners association or

(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

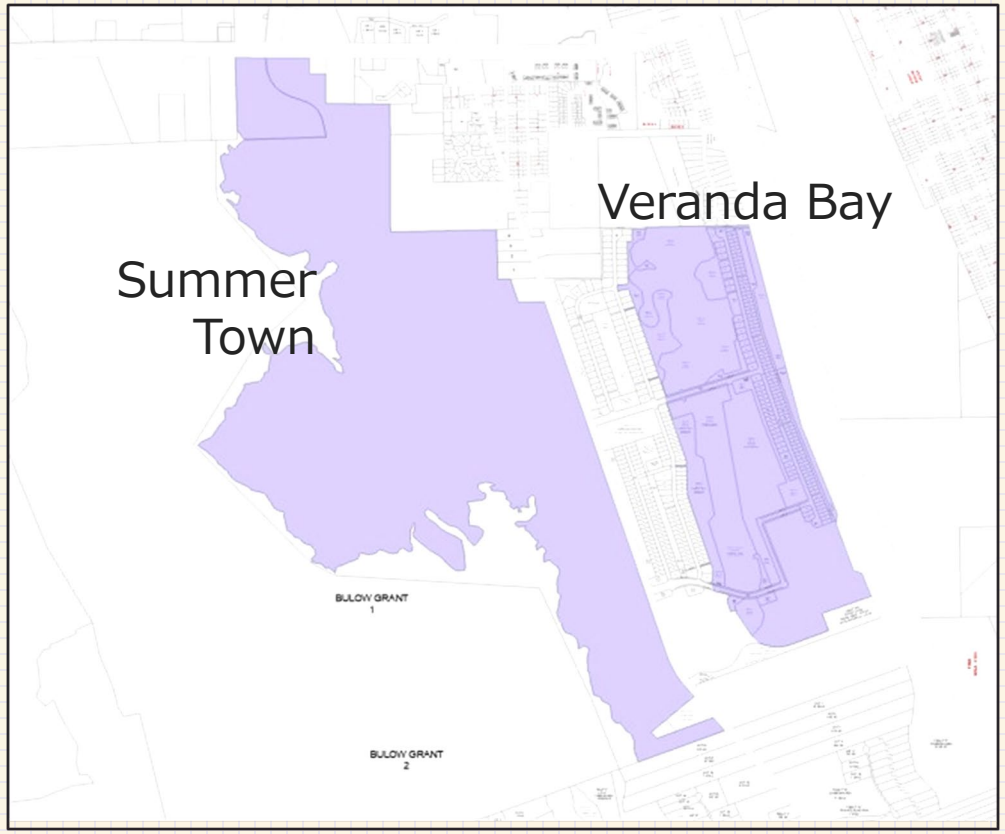
- **Summertown Petition for Voluntary Annexation 514+/- acres – Lupita McClenning**
- **Summertown Request for Large Scale Future Land Use Amendment 545+/- acres – City Planner**
- **Summertown Request to amend Zoning Map from Flagler County PUD to City of Flagler Beach Master Planned Development (MPD) District – Lupita McClenning**
- **Summertown 2025 Master Planned Development Agreement – Section Overview**

Voluntary Annexation

SUMMERTOWN

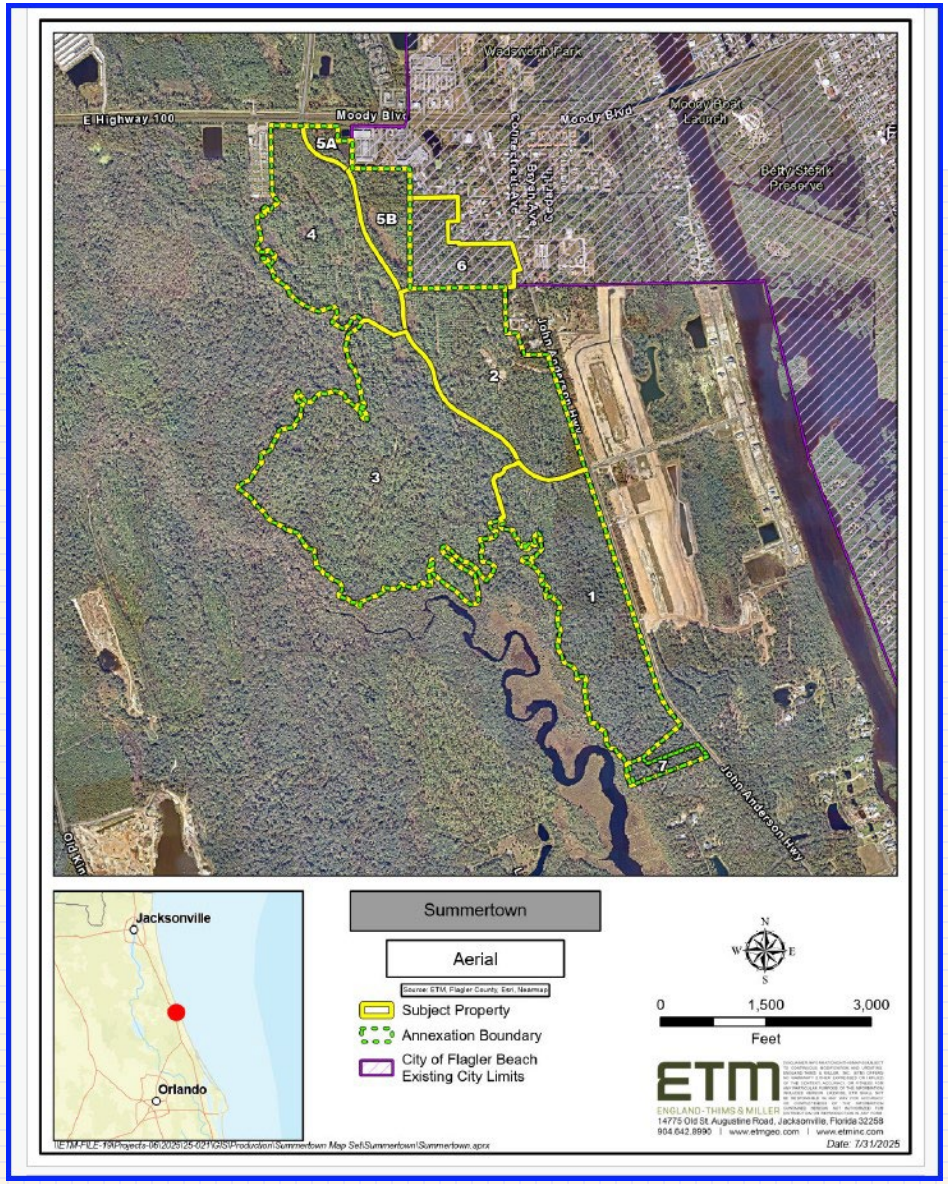
Voluntary Annexation into City of Flagler Beach, FL

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

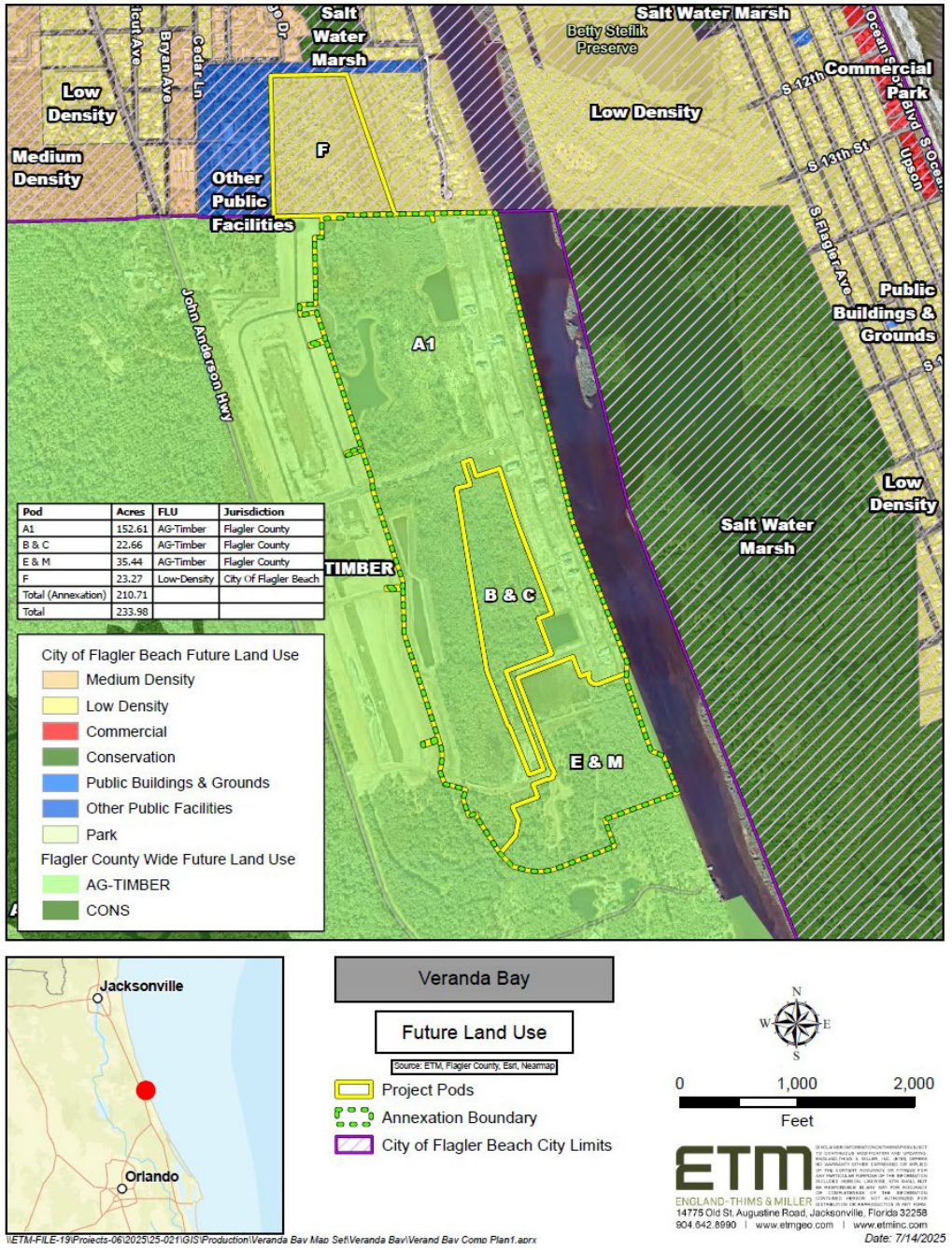
The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

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

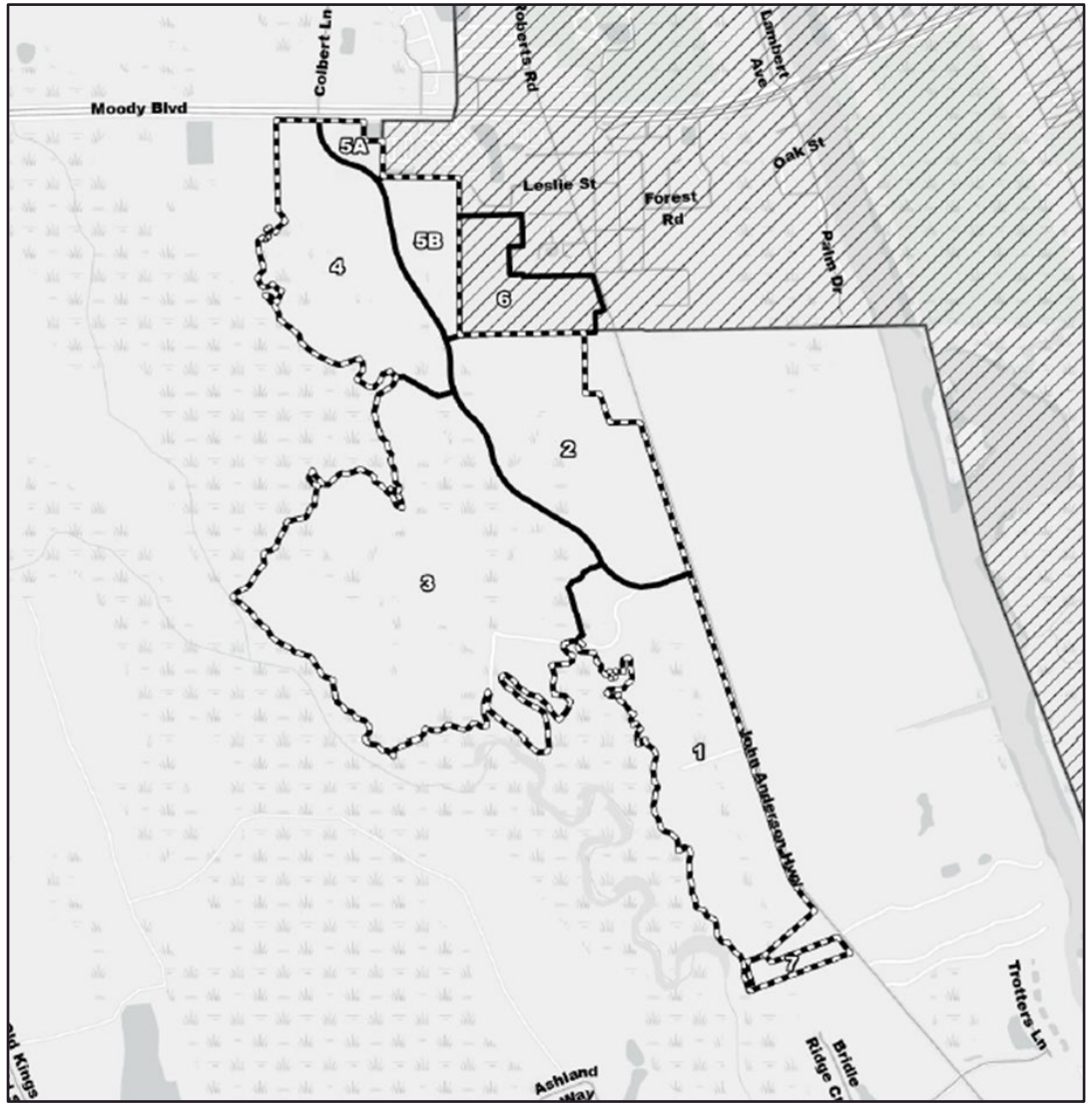
SUMMERTOWN



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 law[1] 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.

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune 01/07/2026, 01/14/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/14/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	11947341	# of Copies:
Customer No:	763298	1
PO #:	ORD 2025-21	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the City Commission of the City of Flagler Beach on (1) **January 22, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance No. 2025-21; and

(2) **February 26, 2026** beginning at 5:30 PM or as soon thereafter as possible in the Commission Chambers at City Hall located at 105 S. 2nd Street, Flagler Beach, Florida the purpose of this hearing is to act upon and 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

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. The subject property comprising of approximately 210.70 acres is located south of State Road 100/Moody Blvd, east of John Anderson Hwy and west of the Intracoastal Waterway, as depicted in the map below.

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.

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

Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	January 22, 2026
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 Map (FLUM) 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:

Although the act of changing the Future Land Use Map does, in itself, not have a direct fiscal impact, the change, in conjunction with the associated Zoning Map change, provides for the development of the affected parcels, which will provide ad valorem tax revenues, impact fee revenues, utility revenues, and other general revenues similar to existing properties within the city limits.

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 that the City Commission approve the limiting site specific policy text amendment.

Attachments:

1. Ord 2025-23 VB Comp Plan 1st Reading 01162026
2. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Veranda Bay w MAPS
3. VB_Application Comp Plan signed w exhibits
4. BIS 2025-23 VB
5. Ord 2025-23 Flagler-Palm Coast - News-Tribune Attachment

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 pr 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 this ____ day of January 2026.

ADOPTED on second reading after due public notice and public hearing this _____ day of February 2026.

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:

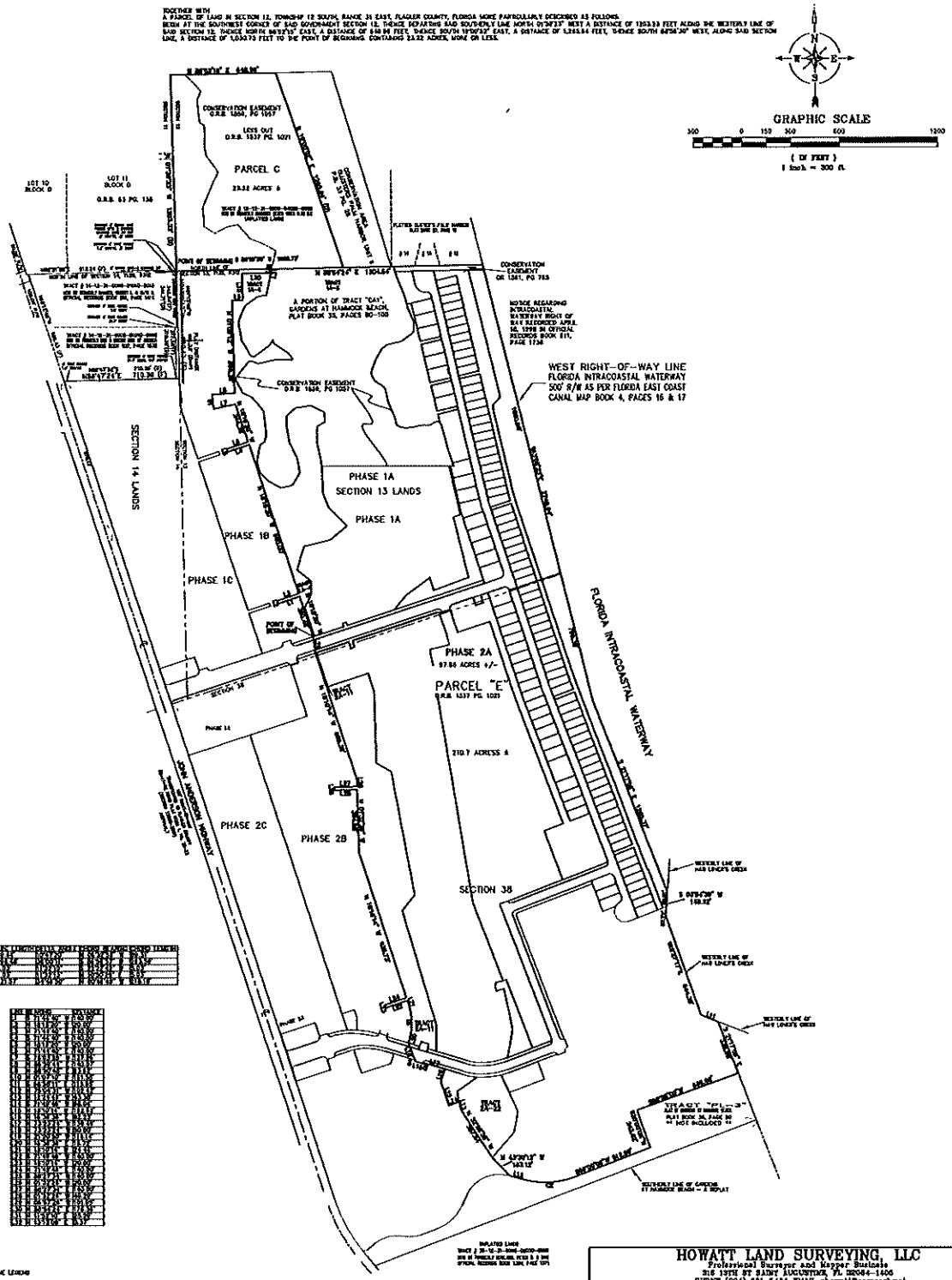
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; 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.

"Exhibit B"

MAP SHOWING SKETCH OF LEGAL

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 60, PAGES 58 THROUGH 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 60, PAGES 64 THROUGH 70 OF SAID PUBLIC RECORDS ALSO 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 SOUTHWEST CORNER OF TRACT 1A-1 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-1 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'00" WEST, A DISTANCE OF 384.48 FEET; THENCE SOUTH 71°44'60" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'60" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 384.48 FEET; THENCE SOUTH 71°44'60" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'60" EAST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 344.38 FEET; THENCE SOUTH 71°01'38" 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 175.00 FEET AND CENTRAL ANGLE OF 10°12'01"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.41 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°11'56" WEST AND CHORD DISTANCE OF 31.37 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°54'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'17" WEST, A DISTANCE OF 598.38 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 83.82 FEET; THENCE NORTH 01°09'10" WEST, A DISTANCE OF 137.65 FEET; THENCE NORTH 86°54'44" EAST, A DISTANCE OF 116.34 FEET; THENCE NORTH 15°31'19" EAST ALONG A WESTERLY LINE OF TRACT 1A-3 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 35.99 FEET; THENCE NORTH 15°17'09" 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-3; THENCE NORTH 86°54'21" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-3 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1,004.54 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 12°39'33" EAST A DISTANCE OF 1892.38 FEET TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 12°48'13" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 739.38 FEET; THENCE SOUTH 21°19'51" EAST CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1258.37 FEET; THENCE SOUTH 03°34'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 39.91 FEET TO THE SOUTH-EAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°34'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 1,771 FEET; THENCE SOUTH 19°17'11" EAST, A DISTANCE OF 1,047.51 FEET; THENCE SOUTH 88°59'11" EAST, A DISTANCE OF 114.96 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY; THENCE SOUTH 21°19'51" EAST, A DISTANCE OF 2,085.85 FEET TO THE NORTHERLY LINE OF TRACT PC-7 OF CANOVA AT SUMMER BEACH AS RECORDED IN PLAT BOOK 33, PAGES 80 THROUGH 91; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 84°38'05" WEST, A DISTANCE OF 894.02 FEET; THENCE SOUTH 29°00'00" WEST, A DISTANCE OF 210.13 FEET; THENCE SOUTH 16°00'00" WEST, A DISTANCE OF 213.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 1730.00 FEET AND AN ARC DISTANCE OF 258.98 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 88°34'37" WEST AND A CHORD DISTANCE OF 258.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 79°04'31" WEST, A DISTANCE OF 105.15 FEET, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 1351.9 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 35°34'38" WEST, A DISTANCE OF 347.54; THENCE NORTH 11°21'49" WEST, A DISTANCE OF 515.16 FEET; THENCE SOUTH 77°49'58" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 183.82 FEET; THENCE NORTH 13°34'36" EAST, A DISTANCE OF 88.83 FEET; THENCE NORTH 72°33'24" WEST, A DISTANCE OF 1,249.62 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1130.00 FEET AND A CENTRAL ANGLE OF 11°33'10"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.53 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'12" WEST AND A CHORD DISTANCE OF 3.53 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°23'24" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1130.00 FEET AND A CENTRAL ANGLE OF 10°37'51"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.33 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'27" EAST AND A CHORD DISTANCE OF 5.33 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°09'30" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.11 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 18°34'24" EAST, A DISTANCE OF 187.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 368.00 FEET AND A CENTRAL ANGLE OF 24°48'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.31 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 06°44'59" WEST AND A CHORD DISTANCE OF 219.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°50'11" WEST, A DISTANCE OF 84.44 FEET; THENCE SOUTH 71°01'48" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°01'11" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 71°01'48" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°01'11" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°01'11" WEST, A DISTANCE OF 930.72 FEET; THENCE SOUTH 71°31'28" WEST, A DISTANCE OF 341.99 FEET; THENCE SOUTH 84°27'31" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 01°32'28" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 84°27'31" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'28" WEST, A DISTANCE OF 48.29 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 309.30 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 08°37'39" WEST, A DISTANCE OF 109.83 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°09'17" WEST A DISTANCE OF 1353.33 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°50'43" EAST, A DISTANCE OF 618.84 FEET; THENCE SOUTH 19°09'17" EAST, A DISTANCE OF 1,265.84 FEET; THENCE SOUTH 84°58'36" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINS 23.02 ACRES, MORE OR LESS.



LINE LEGEND	
	= BOUNDARY LINE
	= SECTION LINE
	= RUNNELL DEVELOPMENT LOT LINE
	= ROADWAY CENTERLINE LINE
	= TRACT LINES
	= EASEMENT LINE
	= FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC

Professional Surveyor and Mapper Business
218 19TH ST SAINT AUGUSTINE, FL 32084-1405
PHONE (904) 851-5464 EMAIL ghowatt@comcast.net

I HEREBY CERTIFY THAT THE SKETCH OF LEGAL SHOWN HEREON WAS PREPARED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 5J-17, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED MAY 27, 2025

G. A. HOWATT, REGISTERED LAND SURVEYOR (L.S. NO. 4716)
NOTHING FOLLOWS UNLESS SEALED

BEARING DATUM BASED ON EAST RIGHT OF WAY OF JOHN ANDERSON N18°15'00"W PER DEED

FIELD BOOK NO.: DATA PAGES: COLLECTED LEGAL: SEE FILE

COMPUTER FILE NAME: 040118B THE GARDENS.DWG SCALE: 1" = 300' FILE NO.: 040118

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.

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Ordinance No. 2025-23

in the Circuit Court, was published in said newspaper in the issues of

Jan. 8, 15, 2026

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 331201

CITY OF FLAGLER BEACH
NOTICE OF FUTURE LAND USE MAP AMENDMENT
CITY COMMISSION
PUBLIC HEARING

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.

An application has been submitted to amend the Future Land Use Map (FLUM) designation for 233.92 acres of real property from Flagler County Agriculture, Conservation, and Mixed Use: High Intensity and City of Flagler Beach Low and Medium Density to City of Flagler Beach Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the proposed FLUM amendment on

(1) ***January 22, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance 2025-23;

(2) ***February 26, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon and adopt Ordinance 2025-23.

The public hearing 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 further published notice.

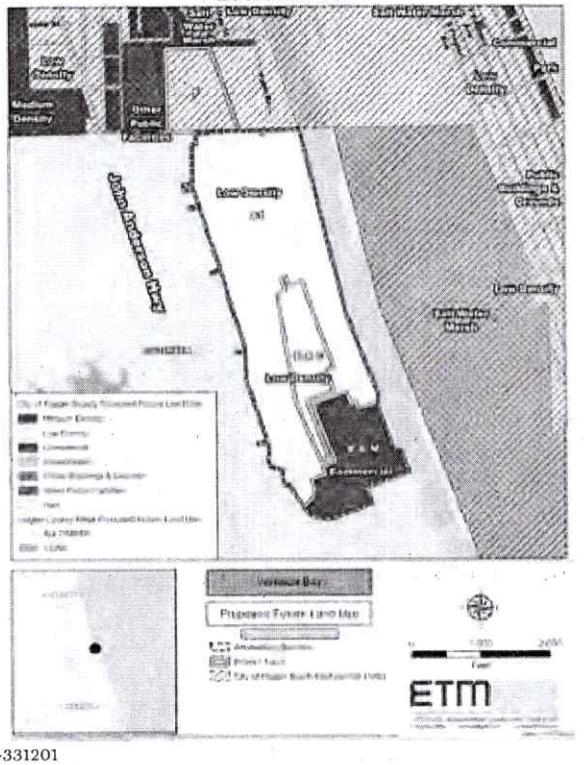
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed FLUM amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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.

LOCATION MAP



7763-331201
Jan. 8, 15, 2026

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Ordinance No. 2025-23 - DISPLAY

in the Circuit Court, was published in said newspaper in the issues of

Jan. 8, 15, 2026

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 331206

CITY OF FLAGLER BEACH
NOTICE OF FUTURE LAND USE MAP AMENDMENT
CITY COMMISSION PUBLIC HEARING

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.

An application has been submitted to amend the Future Land Use Map (FLUM) designation for 233.92 acres of real property from Flagler County Agriculture, Conservation, and Mixed Use: High Intensity and City of Flagler Beach Low and Medium Density to City of Flagler Beach Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the proposed FLUM amendment on

(1) ***January 22, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance 2025-23;

(2) ***February 26, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon and adopt Ordinance 2025-23.

The public hearing 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 further published notice.

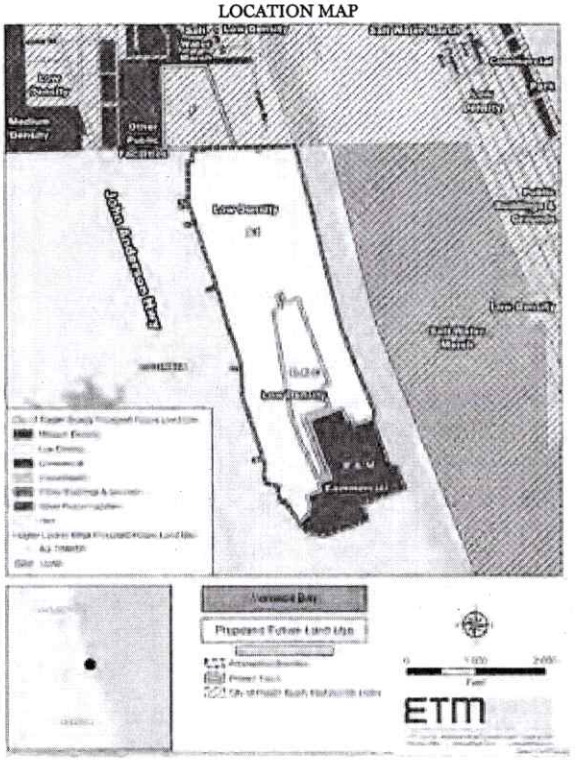
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed FLUM amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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.

LOCATION MAP



7763-331206
Jan. 8, 15, 2026

VERANDA BAY DEVELOPMENT
FINDINGS REPORT

Large-Scale
Future Land Use Amendment

Prepared by

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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.

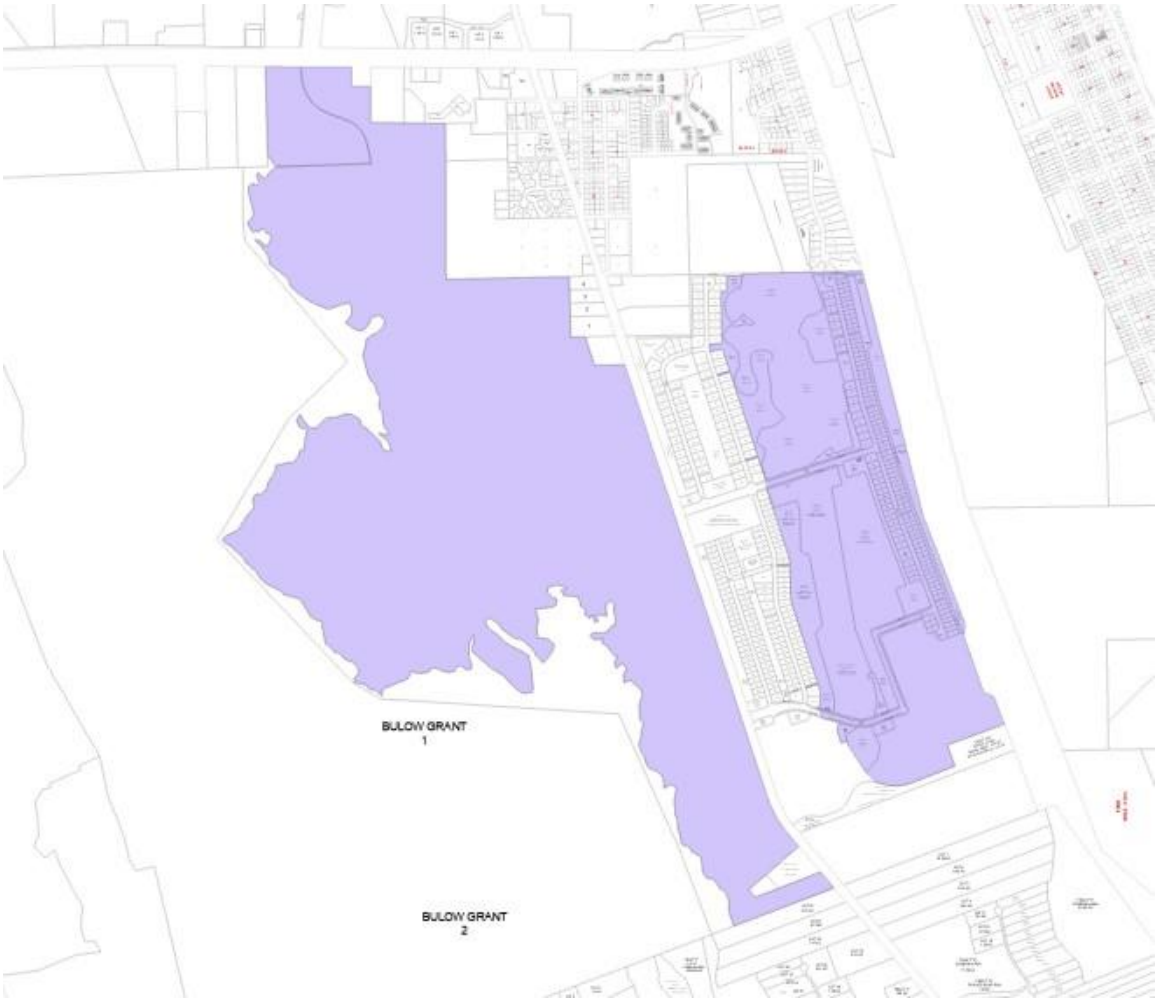
The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

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 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 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 = 1,027750 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 elliottii*), sand pine, southern magnolia (*Magnolia grandif*olia), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua).* Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Ce/tis 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 (*lex vomitoria*), wax

myrtle (*Myrica cerifera*), greenbriar (*Smilax spp*.), and bracken fem (*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 secundatu*m), 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 fem *(Blechnum serrulatum),* royal fem *(Osmunda regalis),* Virginia chain fem *(Woodwardia virginica),* and cinnamon fem *(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	*Corvus brachyrhynchos*	No
	Northern cardinal	*Cardina/is cardinalis*	No
	Black vulture	*Coragyps atratus*	No
	Red shouldered hawk	*Buteo lineatus*	No
	Blue Jay	*Cyanocitta cristata*	No
Mammals			
	Florida Black Bear	*Ursus Americanus floridanus*	No
	Gray Squirrel	*Sciurus carolinensis*	No
	White Tailed Deer	*Odocoileus virginianus*	No
Reptiles			
	Gopher Tortoise	*Gopherus polyphemus*	Yes
	Diamondback rattlesnake	*Crotalus adamanteus*	No
	Cottonmouth	*Agkistrodon piscivorus*	No
	Southern black racer	*Coluber constrictor*	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.

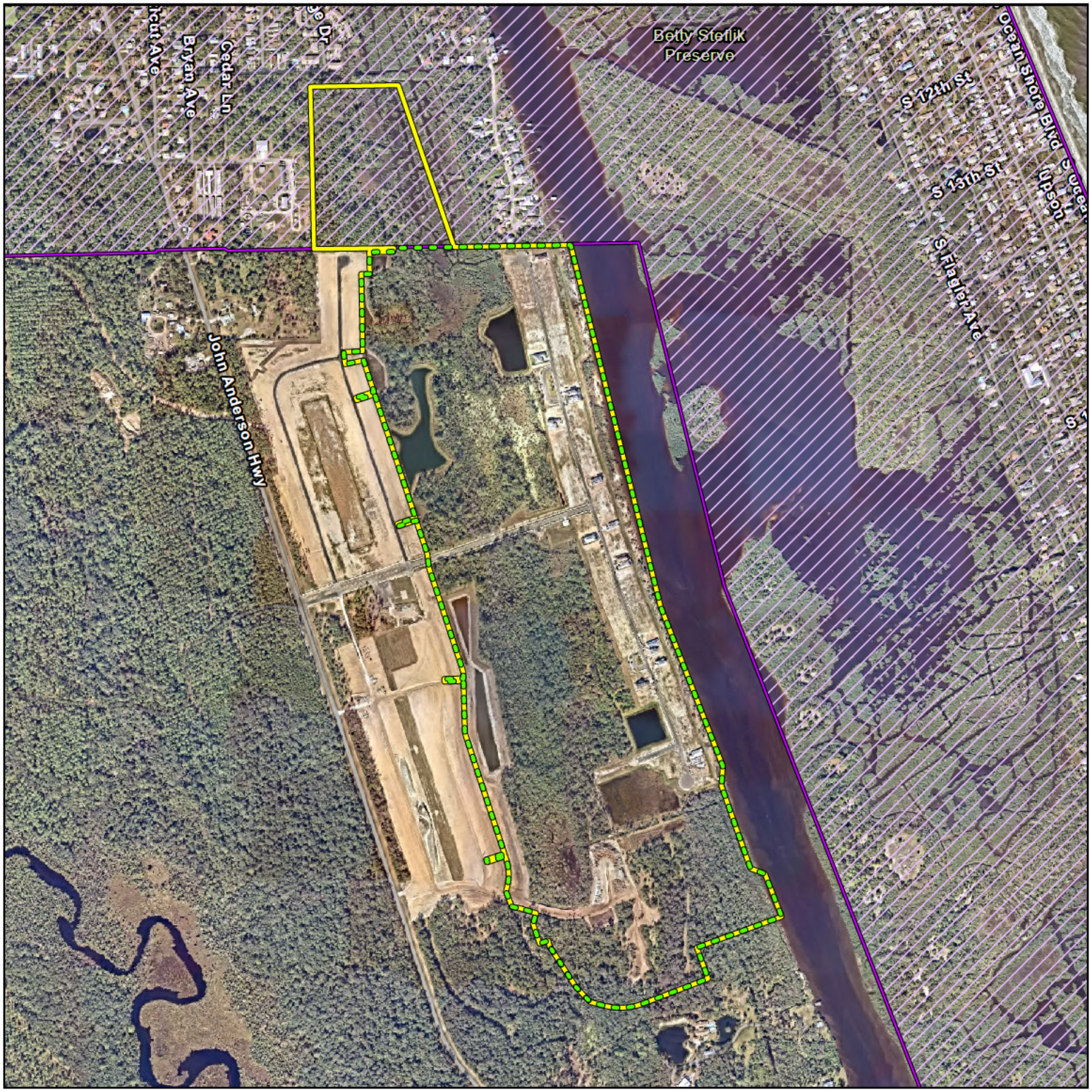
The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

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

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Feet

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

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Veranda Bay

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

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Feet

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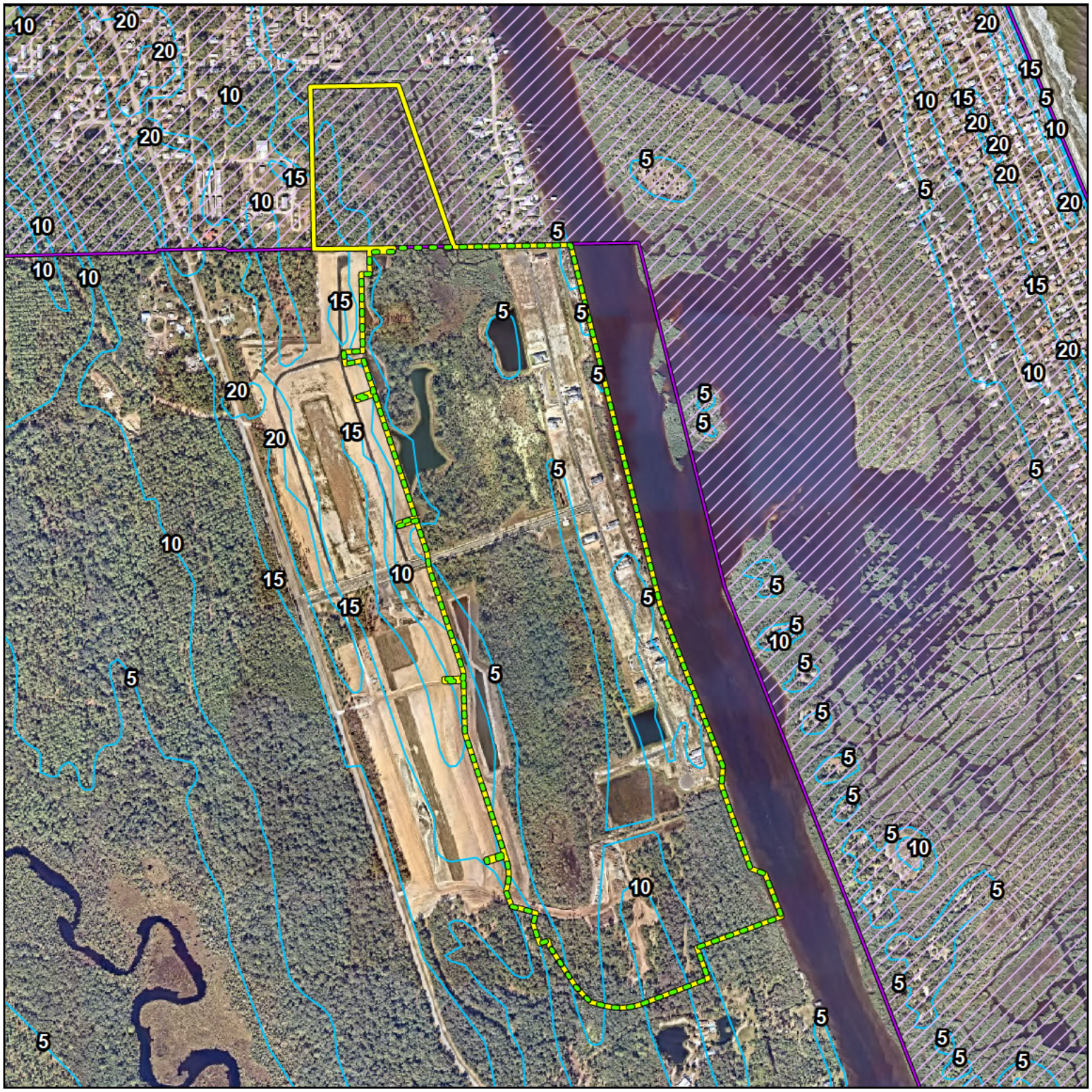

Veranda Bay

Topography

Source: ETM, Flagler County, USGS, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits
- Flagler County 5ft Contours

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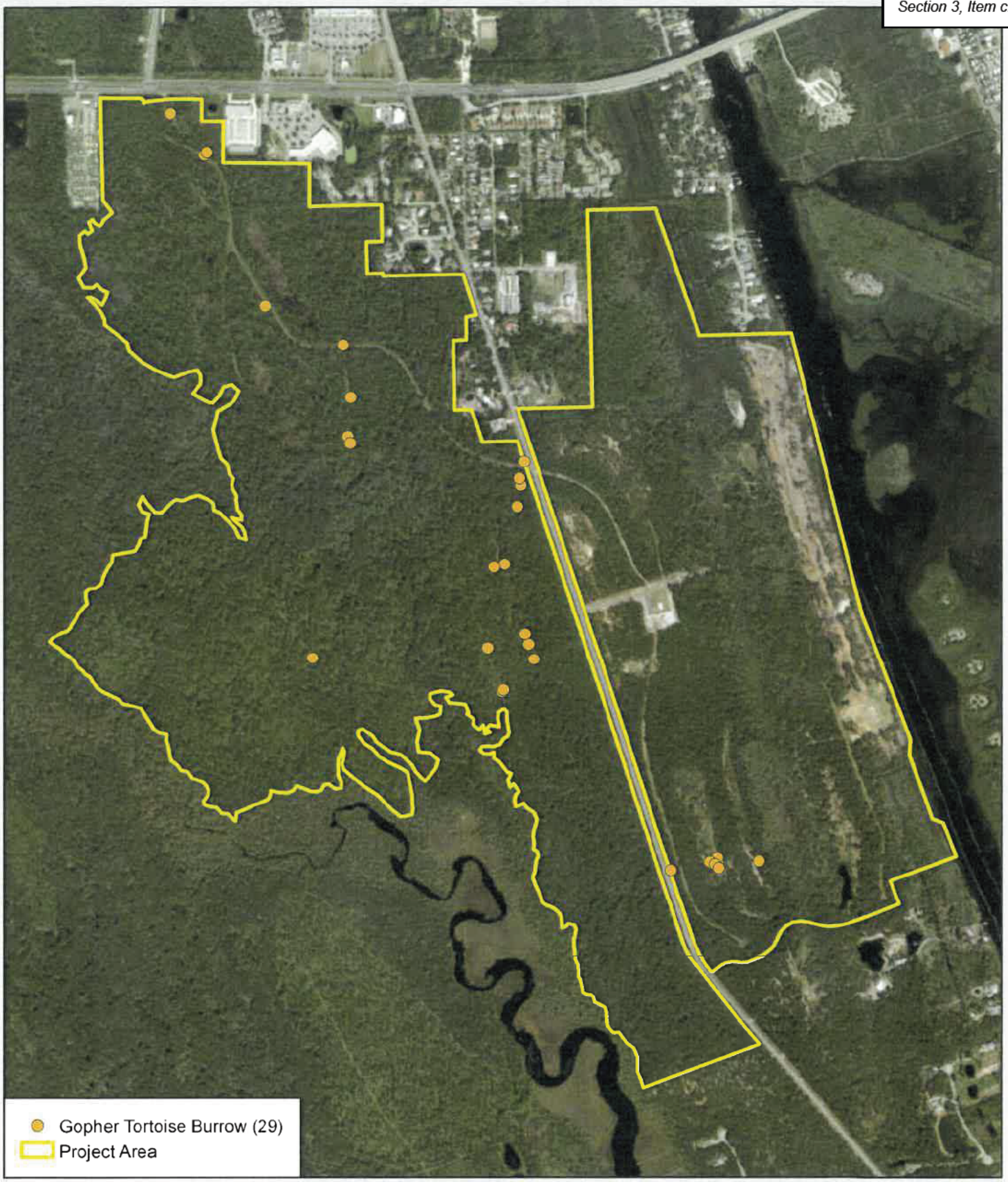

Image Source: ESRI 2022
Date: 5-31-24

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Gopher Tortoise Burrow Location Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL

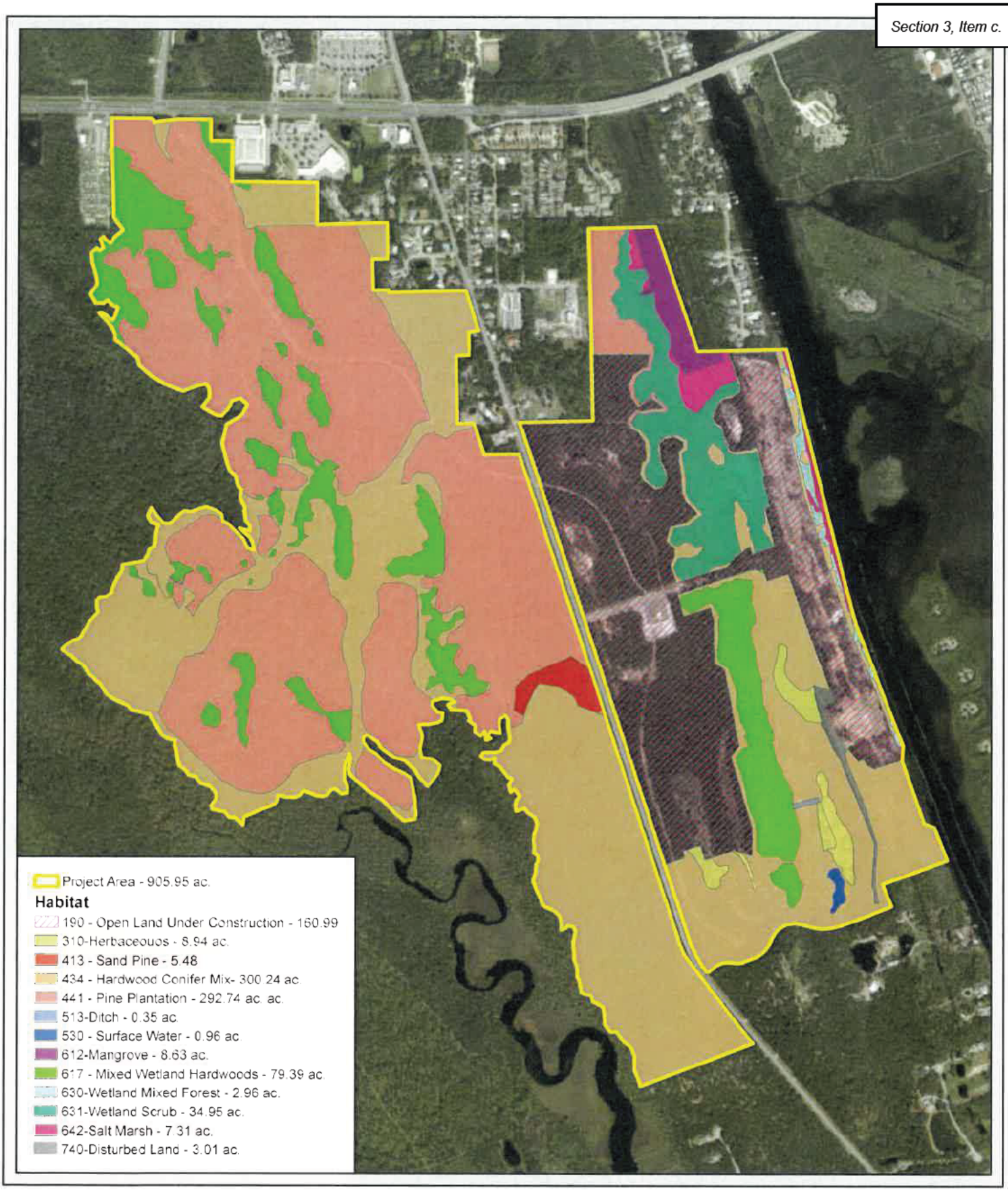

Image Source: ESRI 2022
Date: 5-23-24

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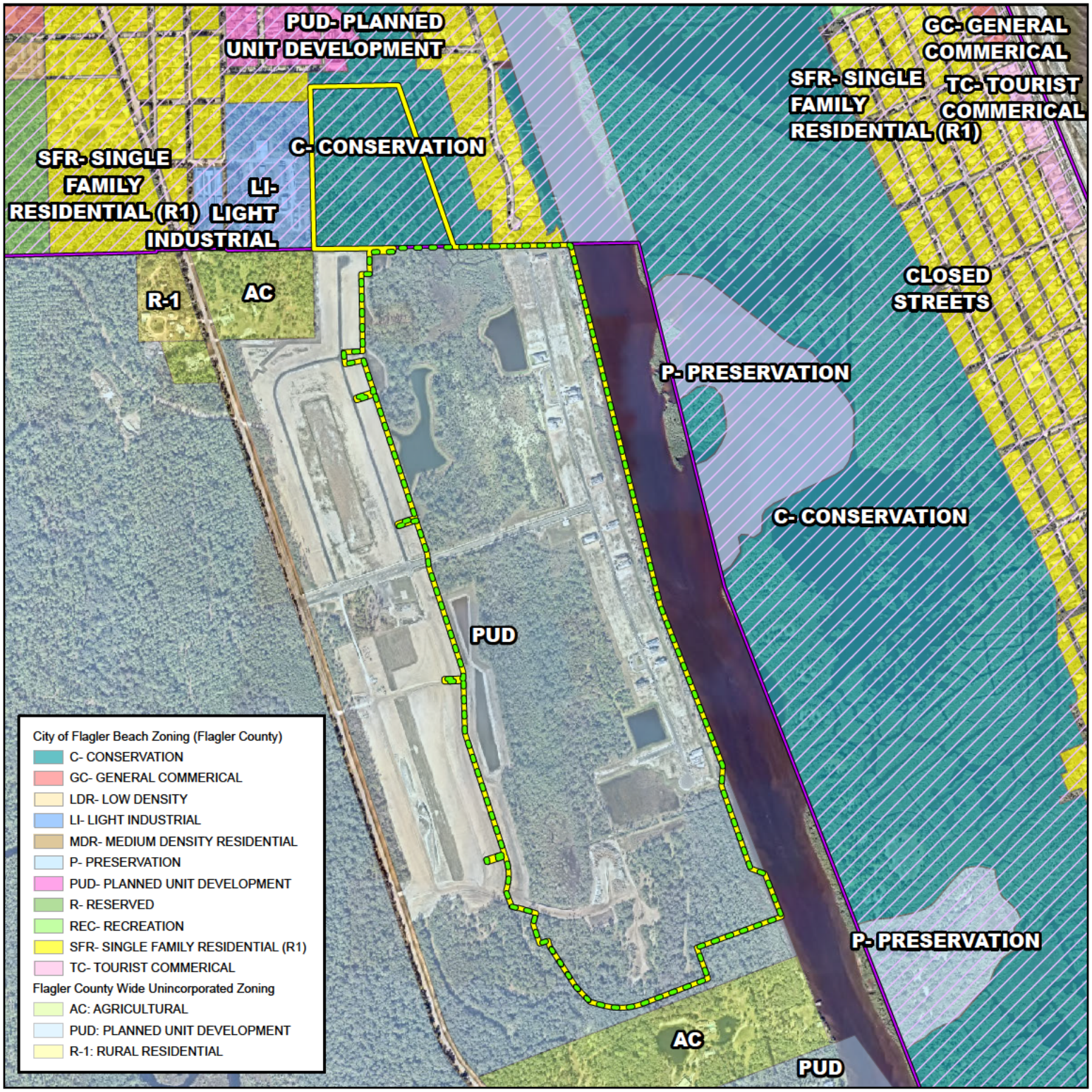
Habitat Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL



Veranda Bay

Zoning

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

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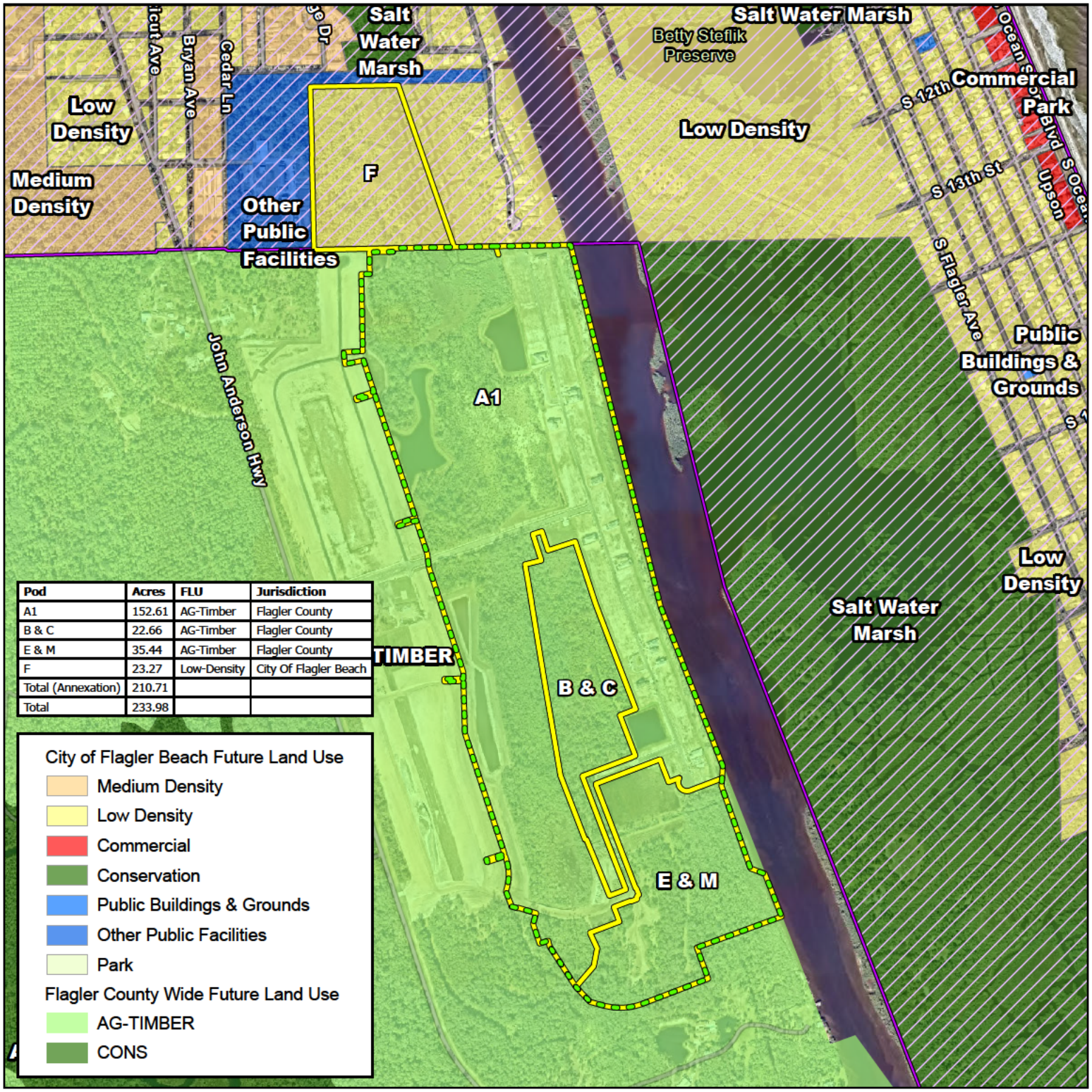
Date: 7/1/2025



Pod	Acres	FLU	Jurisdiction
A1	152.61	AG-Timber	Flagler County
B & C	22.66	AG-Timber	Flagler County
E & M	35.44	AG-Timber	Flagler County
F	23.27	Low-Density	City Of Flagler Beach
Total (Annexation)	210.71		
Total	233.98		

City of Flagler Beach Future Land Use
- Medium Density
- Low Density
- Commercial
- Conservation
- Public Buildings & Grounds
- Other Public Facilities
- Park

Flagler County Wide Future Land Use
- AG-TIMBER
- CONS

Veranda Bay

Future Land Use

Source: ETM, Flagler County, Esri, Nearmap

- Project Pods
- Annexation Boundary
- City of Flagler Beach City Limits

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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

Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

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, 2025.

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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* ☐

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):_____ _____

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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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

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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

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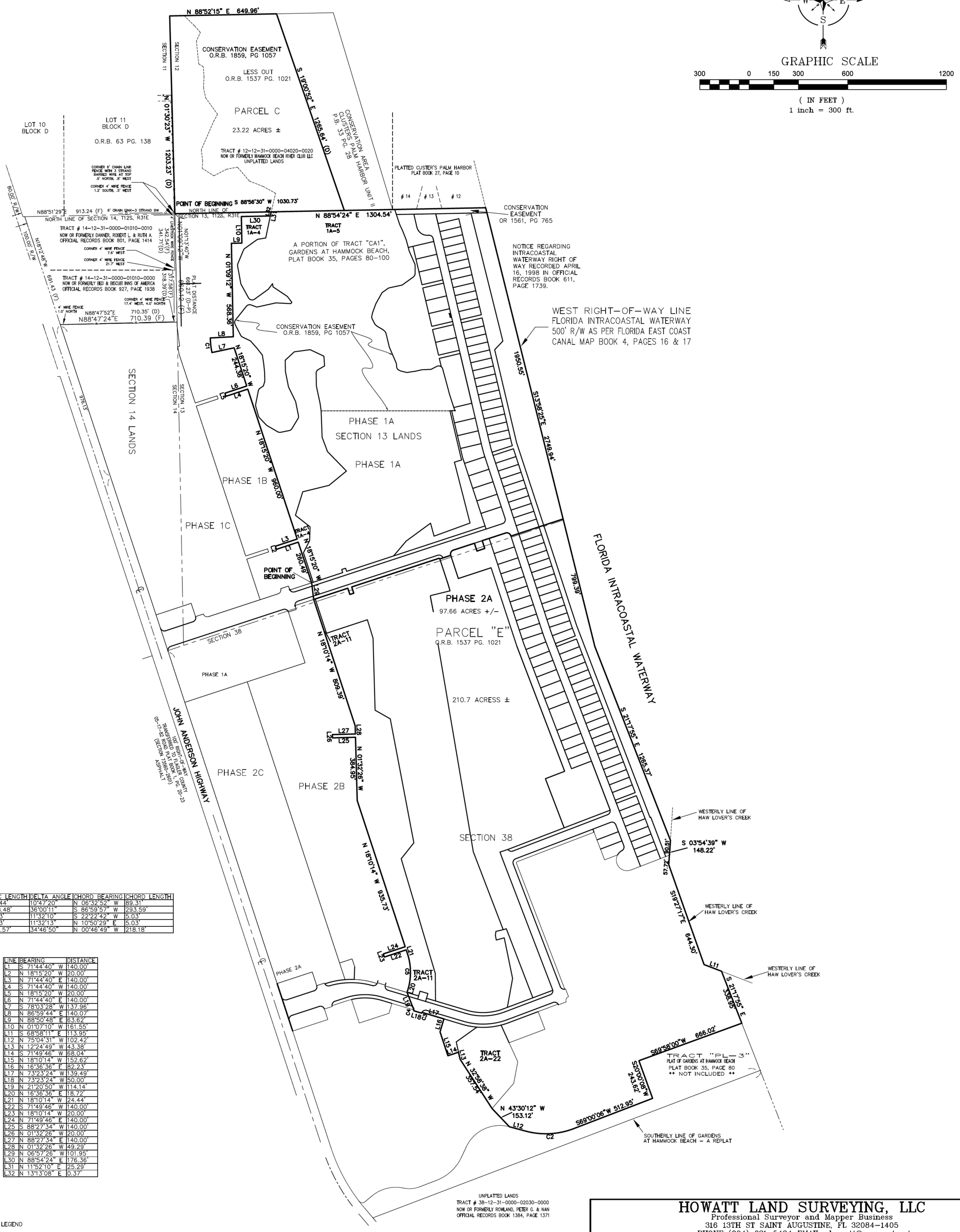


GRAPHIC SCALE
300 0 150 300 600 1200
(IN FEET)
1 inch = 300 ft.

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'

LINE	BEARING	DISTANCE
L1	S 71°44'40" W	140.00'
L2	N 18°15'20" W	20.00'
L3	N 71°44'40" E	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	S 78°03'28" W	137.96'
L8	N 86°59'44" E	140.07'
L9	N 88°50'48" E	63.62'
L10	N 01°07'10" W	161.55'
L11	S 68°58'11" E	113.95'
L12	N 75°04'31" W	102.42'
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 16°36'36" E	82.23'
L17	N 73°23'24" W	139.49'
L18	N 73°23'24" W	50.00'
L19	N 21°20'50" W	114.14'
L20	N 16°36'36" E	18.72'
L21	N 18°10'14" W	24.44'
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 88°27'34" W	140.00'
L26	N 01°32'26" W	20.00'
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 88°54'24" E	176.36'
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
= FENCE LINES
= EASEMENT LINE
= FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
316 13TH ST SAINT AUGUSTINE, FL 32084–1405
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

BEARING DATUM BASED ON EAST RIGHT OF WAY OF JOHN ANDERSON N18°15'00"W PER DEED

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 law[1] 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:

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune 01/07/2026, 01/14/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/14/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	11947408	# of Copies:
Customer No:	763298	1
PO #:	ORD 2025-23	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF FUTURE LAND USE MAP AMENDMENT CITY COMMISSION PUBLIC HEARING

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.

An application has been submitted to amend the Future Land Use Map (FLUM) designation for 233.92 acres of real property from Flagler County Agriculture, Conservation, and Mixed Use: High Intensity and City of Flagler Beach Low and Medium Density to City of Flagler Beach Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the proposed FLUM amendment on

(1) ***January 22, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance 2025-23;

(2) ***February 26, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon and adopt Ordinance 2025-23.

The public hearing 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 further published notice.

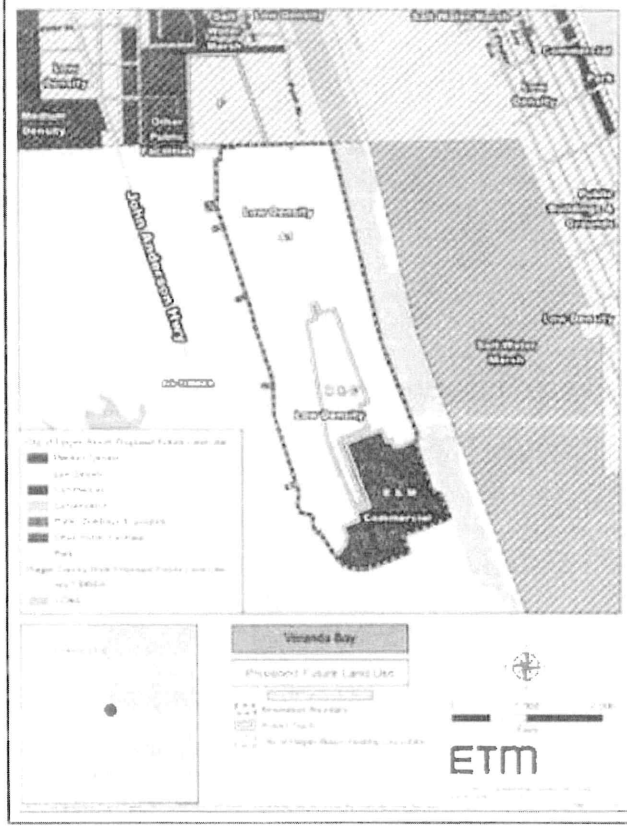
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed FLUM amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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.

LOCATION MAP



Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	January 22, 2026
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 side 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) 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:

Although the act of changing the Zoning Map does, in itself, not have a direct fiscal impact, the change, in conjunction with the associated Comprehensive Plan Future Land Use Map change, provides for the development of the affected parcels, which will provide ad valorem tax revenues, impact fee revenues, utility revenues, and other general revenues similar to existing properties within the city limits.

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. Ordinance 2025-24 Zoning VB 1st Reading 01162026
2. Updated 10062025 Ordinance 2025-24 Veranda Bay MPDA Rezone Staff Report
3. Application Rezone for submittal
4. VB MPD Agreement redlined 12.11.24 vs 9.29.25 versions
5. Veranda Bay_City Commission_11132025 Developers Presentation
6. BIS 2025-24 VB
7. Ord 2025-24 Flagler-Palm Coast News-Tribune Attachment

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

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Ordinance No. 2025-24

in the Circuit Court, was published in said newspaper in the issues of

Jan. 8, 15, 2026

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/5/2026

CR 331200

CITY OF FLAGLER BEACH
NOTICE OF PROPOSED ZONING MAP AMENDMENT
CITY COMMISSION 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.

An application has been submitted to amend the Zoning Map designation for 234 acres of real property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the proposed Zoning Map amendment on

(1) ***January 22, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance 2025-24;

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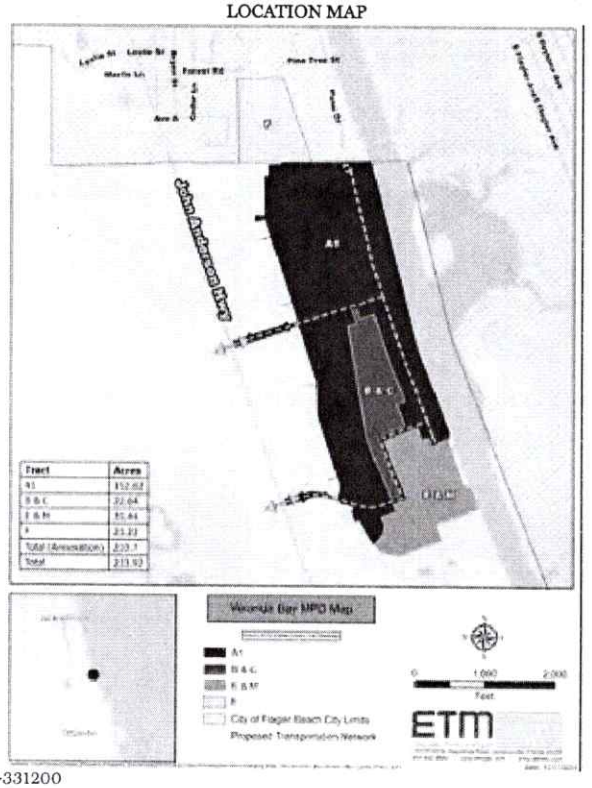

7763-331200
Jan. 8, 15, 2026

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

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Signature of Affiant

Sworn to and subscribed before me this 15th day of January 2026.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 331205

CITY OF FLAGLER BEACH
NOTICE OF PROPOSED ZONING MAP AMENDMENT
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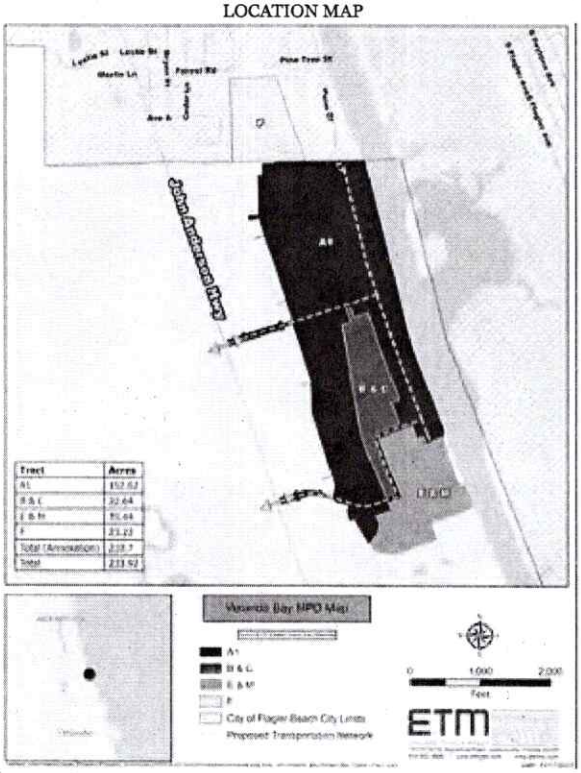

7763-331205
Jan. 8, 15, 2026

Exhibit “C”

Veranda Bay

Master Planned Development Agreement

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

VERANDA BAY

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into this ___ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI" or the "Declarant") and VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay").

RECITALS

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

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

two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of its (234 acres) having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement

D. PCI owns vacant land totaling +/- 93 acres (the "PCI Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

E. Subsequent to the effective date of the 2005 Development Agreement, PCI properly developed and conveyed a portion of the 2005 PUD Property (the "Approved Properties"; **Exhibit "A")** to third parties for uses including but not limited to single-family residential lots. The Approved Properties were recently annexed into the City of Flagler Beach.

F. Veranda Bay owns vacant land, totaling +/- 58 acres (the "Veranda Bay Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

G. The Declarant desires to amend the presently approved development plan for the PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the "Subject Property"; **Exhibit "A"**) by creating a single integrated mixed-use community including a marina and amenities.

H. PCI has the sole authority to rezone the Subject Property as permitted by law and shall be referred to hereinafter as the "Declarant".

I. The City's Comprehensive Plan shows the Subject Property, designated as Low Density Residential and Commercial on its Future Land Use Map.

J. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

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

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

M. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

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.

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low-density residential development and a marina village. The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five feet (35') in height. The mixed-use areas identified adjacent to the Intracoastal Waterway ("ICW") are intended to be developed into a commercial or private marina which may include 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'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	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:

TRACT	ZONING DISTRICT	APPROVED USES
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

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.

(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 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 uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below or as provided in Section 6(e).

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

(f) Conservation: This use allows areas within the Project to generally remain in their

natural vegetative state upon which development may proceed with restrictions. The uses permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

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

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

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

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of

the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other Agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development within the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 111,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses 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.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas, utilities, master stormwater

system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping.

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

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

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses, so long as such is reasonable and practicable. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permissible for the purpose 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, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "C".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(e) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service.

In addition to the above, the Declarant shall dedicate or cause to be conveyed to the City: (i) a two (2) acre park site with direct access to John Anderson Highway. The parties may mutually agree in writing to the Declarant's design, permitting, and construction of improvements on the aforementioned City park site. In the event such an agreement requires the Declarant to make improvements to the park site, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(f) 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"), 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 to the City, to the extent such may be necessary. 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.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be approved by the LUA. 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 parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR. The 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 forty percent (40%) of the Project in its entirety, with a minimum of 42 acres (*17% of the Project*) being dedicated as conservation. 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 are satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, wastewater 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, 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 impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study and as depicted on the MPD Master Plan ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated for all costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off-site transportation improvements shall be required by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a 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. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100-year floodplain elevation.

(f) Landscaping, Tree and Vegetation Protection: For any future development, the Declarant shall cause the recording of an encumbrance or easement on its property adjacent to John

Anderson Highway ensuring that the buffer along John Anderson Highway is 100 ft in average width along the eastern side of the right of way.

All other landscaping design and requirements shall comply with those standards provided in **Exhibit "D",** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available 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. Native plant materials may be used when possible. Within future 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.

The Declarant shall require (i) three (3) shade trees for each future single-family detached lot. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as

provided in Section 10(b) above, (iii) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (iv) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (v) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required as provided in the paragraph below.

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 ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed four thousand dollars ($4,000.00). Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and exempt from mitigation as provided in this section.

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.

A Community Development District, Property Owners Association, or Homeowners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until

sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. For any future development, the Declarant shall cause the 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: For all future development phases, lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR, unless otherwise agreed to by the LUA.

(i) Fire Protection: The Declarant 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 Declarant 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.

(j) Utilities: The Declarant shall be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

(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.

(l) 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 reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- 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.

An alternatives analysis shall be conducted for optimal and moderate wetlands (as defined herein) to demonstrate avoidance and minimization efforts.

(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 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.

(iv) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects that 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.

(v) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(n) 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 (5) 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: Developer reserves the right to place all or any portion of the Project's Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program

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

swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), 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. 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 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:

Type	SF	Multi-family	Town House	Multi-family Marina
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.

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, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) 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. Notwithstanding the above, the Declarant shall not be charged impact fees for the marina wet slips or dry slips.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such 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.

(a) In the event of a breach of this Agreement by either Party, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 17. NOTICES.

(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 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) 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 3129 Springbank Lane, Ste 201 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 18. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 19. SUCCESSORS AND ASSIGNS.

This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms and conditions of this Development Agreement shall similarly be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Declarant has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

(c) The Declarant shall fully comply with all applicable State, and Federal environmental regulations and all other laws of similar type or nature.

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION 21. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION 22. RECORDATION.

Upon approval by the City Commission and execution of this Development Agreement by all Parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Declarant shall pay the costs to record this Development Agreement.

SECTION 23. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The Parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement, and every right or responsibility required herein shall be performed within the times specified.

SECTION 25. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing 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 26. 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 27. 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 development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. 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 30. 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 31. 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 32. 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 33. COUNTERPARTS.

This Development 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 (1) and the same document.

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the Parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the Parties relating to the subject matter of this Development Agreement.

(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 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 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"

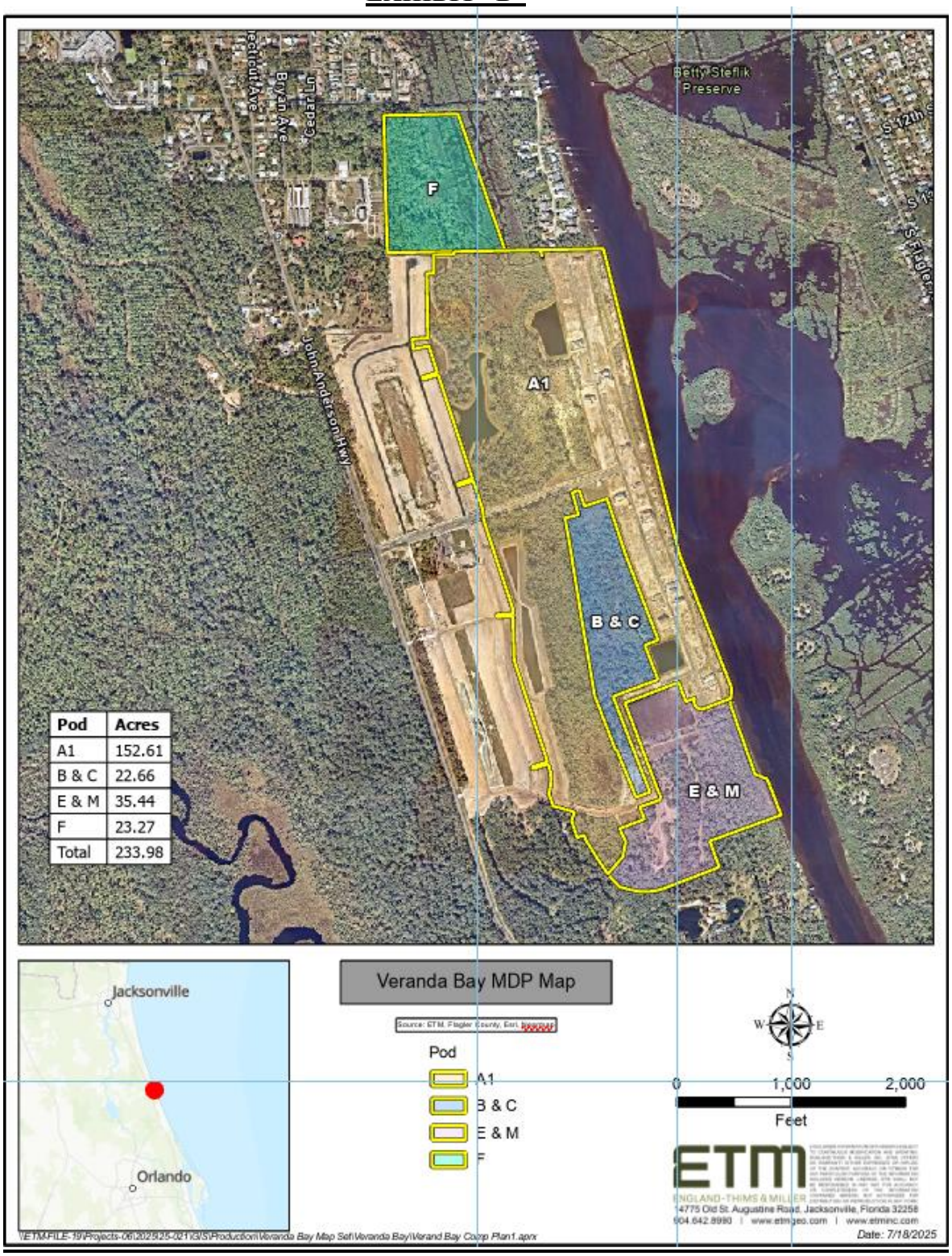
Betty Steflik Preserve
Bryan Ave
Cedar Ln
John Anderson Hwy
S 12th
S Flagler
F
A1
B & C
E & M
Pod | Acres
A1 | 152.61
B & C | 22.66
E & M | 35.44
F | 23.27
Total | 233.98
Jacksonville
Orlando
Veranda Bay MDP Map
Pod
A1
B & C
E & M
F
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 7/18/2025

EXHIBIT "C"

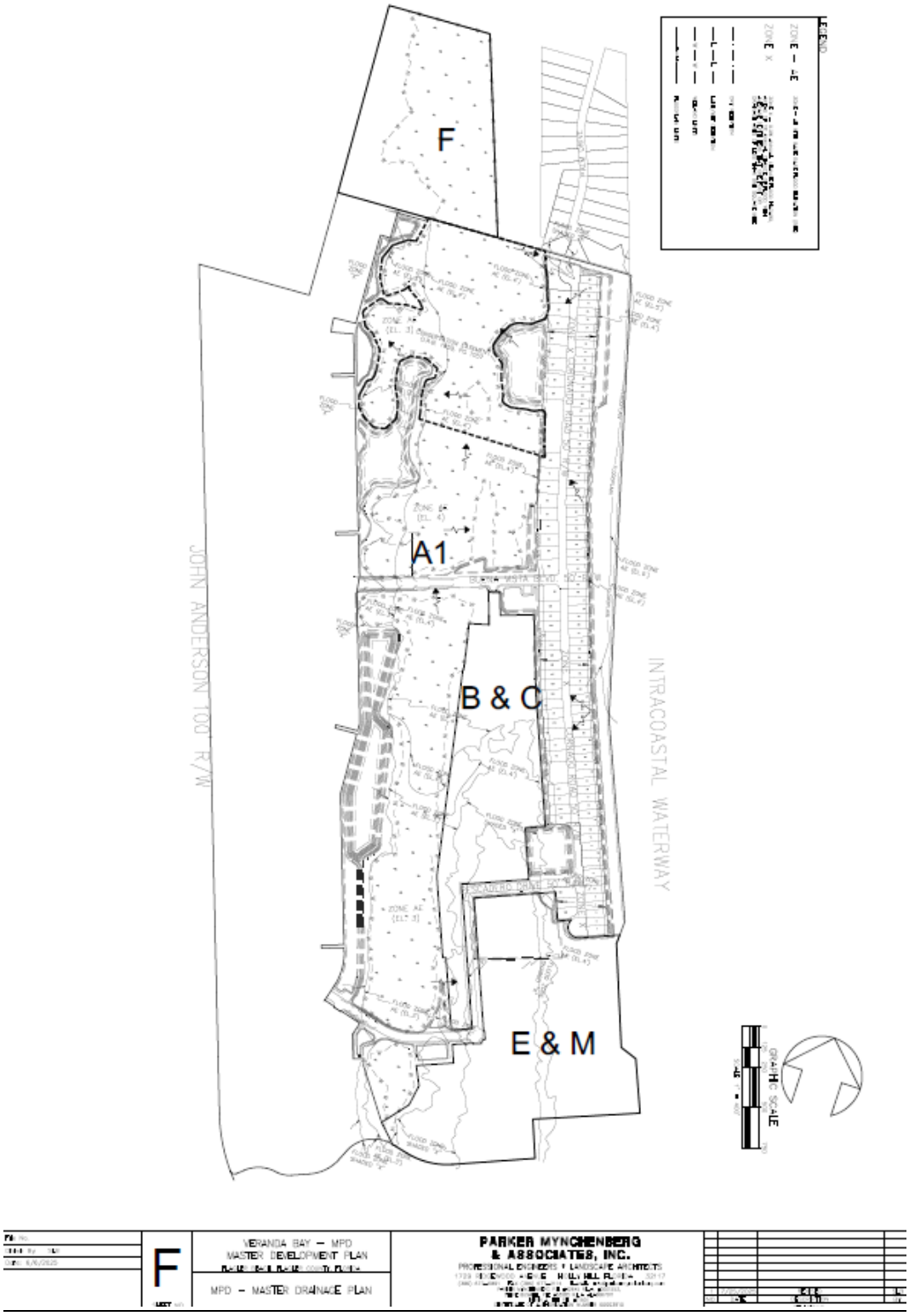
F
A1
B & C
E & M
JOHN ANDERSON 100' R/W
INTRACOASTAL WATERWAY
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
PARKER MYNCHENBERG
& ASSOCIATES, INC.

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.

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

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Applicant: Michael Chiumento

Property: 234 +/- acres located east 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. FACILTITY 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. FACILTITY 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

Type	SF	Multi-family	Town House	Multi-family Marina
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.
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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

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):_____

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

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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

Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

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, 2025.

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

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 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 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"

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

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

VERANDA BAY

~~AMENDED AND RESTATED~~

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS ~~AMENDED AND RESTATED~~ MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and ~~executed~~entered into this ___ day of _____, ~~2024~~_____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ~~(The "Declarant~~("PCI" or the "Declarant") and VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay").

RECITALS~~:~~

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

B. As negotiated in the 2005 Development Agreement, the owner conveyed

approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for

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

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development ~~and was~~with a portion of its (234 acres) having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement ~~**(Exhibit "A").**~~

D. ~~The Declarant also~~PCI owns ~~two parcels of a~~vacant land~~,~~ totaling +/- ~~54.8~~93 acres~~,~~ (the "PCI Land") which ~~are located directly adjacent to the PUD Property~~was recently annexed into the City of Flagler Beach (**Exhibit "A"**~~) within the City (the "Declarant Parcel") and which have a land use designation of residential uses.~~").

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

~~F.~~E. Subsequent to the effective date of the 2005 Development Agreement, ~~the Declarant~~PCI properly developed and conveyed a portion of the 2005 PUD Property (the "Approved Properties"; **Exhibit "~~B~~A")** to third parties for uses including but not limited to single-family residential lots. The Approved Properties were recently annexed into the City of Flagler Beach.

F. ~~The Declarant~~Veranda Bay owns vacant land, totaling +/- 58 acres (the "Veranda Bay Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

G. The Declarant desires to amend the presently approved development plan for the PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the "Subject Property"; **Exhibit "A"**) by creating a single integrated mixed-use community including a marina and amenities.

~~G.~~H. PCI has the sole authority to ~~amend the terms and conditions of the 2005 Development Agreement~~rezone the Subject Property as permitted by law~~.~~ and shall be referred to hereinafter as the "Declarant".

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

~~I.~~J. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (~~2024~~2025) (the "LDR"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

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

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

~~L.~~M. The Parties, therefore, desire to ~~amend and restate the 2005~~rezone the Subject 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.

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan **(Exhibit "~~C~~B")** hereinafter referred to as the "Project".

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

(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	~~899~~234 ac.
Residential units (max.)	~~2200~~377 units (~~2.4~~1.6 units/ac)
Commercial density (max.)	~~650~~16,000 sq ft
Open Space ~~(40%)~~	>~~300 ac.~~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 _____, ~~2024~~2025 and pursuant to Ordinance ~~2024~~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, ~~Spine Road (as defined below),~~ 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) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.~~

~~(c)~~(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 ~~2024~~2025-_ (the "Pre-Annexation Agreement").

~~(d)~~(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 ~~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~~; 13-12-31-2850-0FD20-0010 and 13-12-31-2850-0PL20-0000~~) 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~~; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along John Anderson Highway are not modified; or (3~~ 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) ~~thru (3~~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 ~~(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:

TRACT	ZONING DISTRICT	APPROVED USES
A-1	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
~~D~~	~~Residential~~	~~SFR, Town House, Multi-family~~
E	~~Commercial~~Mixed Use	Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR
F	Residential	~~SFR, Town House, Multi-family~~SFR and Private Amenity.
~~G~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~H~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~I~~M	~~Commercial~~Mixed Use	Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina
~~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

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 uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below~~.~~ or as provided in Section 6(e).

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

(f) Conservation: This use allows areas within the Project to generally remain in their

natural vegetative state upon which development may proceed with restrictions. The ~~use~~uses permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

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

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

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

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

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development

Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (~~2024~~2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other ~~agreement~~Agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development ~~of~~within the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be ~~850~~111,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses 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.

(b) Private & Public Improvements:——— The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

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

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

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

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses~~.~~, so long as such is reasonable and practicable. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as ~~permitted by governmental permits~~permissible for the purpose of providing recreational opportunities, connectivity, and open space. ~~Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD~~

~~Master Plan and **Exhibit "E".**~~

~~(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.~~

~~(e) Spine Road Construction. If after the 600th home is completed within the residential areas of Veranda Bay, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction until the Spine Road construction is complete. However, in no event shall the City refuse to issue building permits for those residential lots identified by Flagler County's approval of Application#3210, the Preliminary Plat for the Hammock Beach River Club PUD (a/k/a the Gardens PUD)...~~

~~(f)~~(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, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "~~F~~C".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

~~(g)~~(e) Parks And Recreation: ~~-~~Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or more active recreational facilities west of John Anderson Highway for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and conveyor cause to be conveyed to the City: (i) a four (4two (2) acre park site with direct access to John Anderson Highway, and (ii) Two (2) one acre park sites with direct access to the Spine Road and the multiuse trail constructed by the Declarant.. The parties may mutually agree in writing to the Declarant's design, permitting, and construction of improvements on the aforementioned City park sitessite. In the event such an agreement requires the Declarant to make improvements to the park sitessite, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h)(f) 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"), 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 to the City, to the extent such may be necessary. In addition, theThe 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. The City shall,

~~at the request of the Declarant, assist the Declarant to establish an additional community development district governing that portion of the Annexed Property west of John Anderson Highway, which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *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, unless provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be approved by the LUA. 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 parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR. The 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, ~~waste~~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

impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study and as depicted on the MPD Master Plan ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated

for all ~~the cost~~costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off-site transportation improvements shall be required ~~to be constructed~~ by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a 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. Any impact to a flood zone shall be solely regulated by ~~SRJRMD~~SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be ~~determinative~~determined to ensure that the proposed impact satisfies ~~any and~~ all City ~~regulations, codes and ordinances~~requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100~~-yr flood plain~~-year floodplain elevation.

~~(f)~~ Landscaping, Tree and Vegetation Protection: ~~Landscaping~~

~~(f)~~ ~~requirements~~For any future development, the Declarant shall cause the recording of an encumbrance or easement on its property adjacent to ~~SR100 and~~ John Anderson Highway ~~shall be~~

~~subject to this Development Agreement and the LDR.~~ ensuring that the buffer along John Anderson Highway is 100 ft in average width along the eastern side of the right of way.

All other landscaping design and requirements shall comply with those standards provided in **Exhibit "~~I~~D",** 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~~. Native plant materials may be used when possible. Within future 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.

The Declarant shall require (i) three (3) shade trees for each future single-family detached lot ~~and (ii) a shade tree every eighty (80) feet along each side of the Spine Road~~. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this

Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's ~~significant commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's~~ commitment herein to require three (3) shade trees for each single-family detached lot, (~~v~~iv) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (~~vi~~v) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall ~~not~~ be required~~, except~~ as provided in the paragraph below.

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 ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty--five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed ~~$4,000.00~~four thousand dollars ($4,000.00). Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and exempt from mitigation as provided in this section.

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.

A Community Development District ~~or,~~ Property Owners Association, or ~~Home Owners~~Homeowners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. ~~The Developer~~For any future development, the Declarant shall ~~provide a 25-foot minimum and 50-foot average buffer along the limits~~cause the recording of ~~the Project boundary that coincides with the~~ 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.

~~(g)~~ Lighting: ~~All~~For all future development phases, lighting, including but not limited to all pole mounted lighting,

(h) shall be designed to minimize light pollution to off-site properties and to comply with the LDR, unless otherwise agreed to by the LUA. ~~In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.~~

~~(h)~~(i) Fire Protection: The Declarant 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 Declarant 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.

~~(i)~~(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

reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).

- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- 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.

An alternatives analysis shall be conducted for optimal and moderate wetlands (as defined herein) to demonstrate avoidance and minimization efforts.

(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 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.

~~(l)~~

(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) 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~~

~~exceeding twenty (20) feet, but no taller than thirty-five (35) feet.~~

~~(iii)~~(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 ~~twenty (20)~~ ten (10) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

~~(iv)~~(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.

~~(v)~~(iv) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects ~~which~~that 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)~~(v) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(n) 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 (5) 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:– Developer reserves the right to place all or any portion of the Project's ~~units located in zoned Commercial on the MPD Master Plan~~Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program 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 ~~E,~~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 ~~a~~ commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage. ~~Subject to the above, the design, permitting and construction of the Marina shall be exempt from any City code or regulation, except its fire and building codes.~~

(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 swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), 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. 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:

Type	SF	Multi-family	Town House	Multi-family Marina
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’**
~~**Type**~~	~~**SF**~~	~~**Multi-family**~~	~~**Town House**~~	~~**Multi-family Marina**~~
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%**~~**~~**%****

~~*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’**

Max. Bldg. Height~~***~~********	**35'**
Min. Bldg. Rear Setback	**10'**
Minimum Bldg. Setback to MPD Property Line	**20'**
~~Maximum Floor Area Ratio*~~	**~~100%~~**
Max. Impervious Surface Ratio~~*~~****	**80~~%~~**~~%~~******

~~* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.~~

~~**Minimum open space shall be forty percent (40%) of the entire MPD gross area.~~

~~***~~

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

~~*****~~** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** 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

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, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) ~~Burning:~~ 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. Notwithstanding the above, the Declarant shall not be charged impact fees for the marina wet slips or dry slips.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA ~~(collectively the "Association").~~.

SECTION 16. ~~CONVERSION OF USES~~.

~~The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum~~

~~and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "H",** provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as **Exhibit "H",** and (ii) such converted uses are consistent with the uses allowed under by this Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.~~

~~SECTION 17.~~ BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

(a) In the event of a breach of this Agreement by either Party, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION ~~18~~17. NOTICES.

(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~~,))~~ 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 ~~19~~18. 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.

SECTION ~~20~~19. SUCCESSORS AND ASSIGNS.

This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Declarant and their respective successors-in-interest. The terms and conditions of this Development Agreement shall similarly ~~shall~~ be binding upon the Subject Property and shall run with the land and the title to the same.

(b) This Development Agreement touches and concerns the Subject Property.

(c) The Declarant has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION ~~21~~20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

(a) This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

(c) The Declarant shall fully comply with all applicable State, and Federal environmental regulations and all other laws of similar type or nature.

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION ~~22~~21. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION ~~23~~22. RECORDATION.

Upon approval by the City Commission and execution of this Development Agreement by all Parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Declarant shall pay the costs to record this Development Agreement.

SECTION ~~24~~23. THIRD PARTY RIGHTS.

This Development Agreement is not a third-party beneficiary contract, and shall not in any way whatsoever create any rights on behalf of any third party.

SECTION ~~25~~24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The Parties agree that each has the remedy of specific performance of these obligations.

(b) Time is of the essence to this Development Agreement, and every right or responsibility required herein shall be performed within the times specified.

SECTION ~~26~~25. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing 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 ~~27~~26. 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 ~~28~~27. 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 ~~29~~28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully

terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all rights and privileges granted hereunder.

SECTION ~~30~~29. 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~~30. 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~~31. 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~~32. 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~~33. COUNTERPARTS.

This Development 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 (1) and the same document.

SECTION ~~35~~34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

(b) Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

SECTION ~~36~~35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the Parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the Parties relating to the subject matter of this Development Agreement.

(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:

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:

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 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 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"

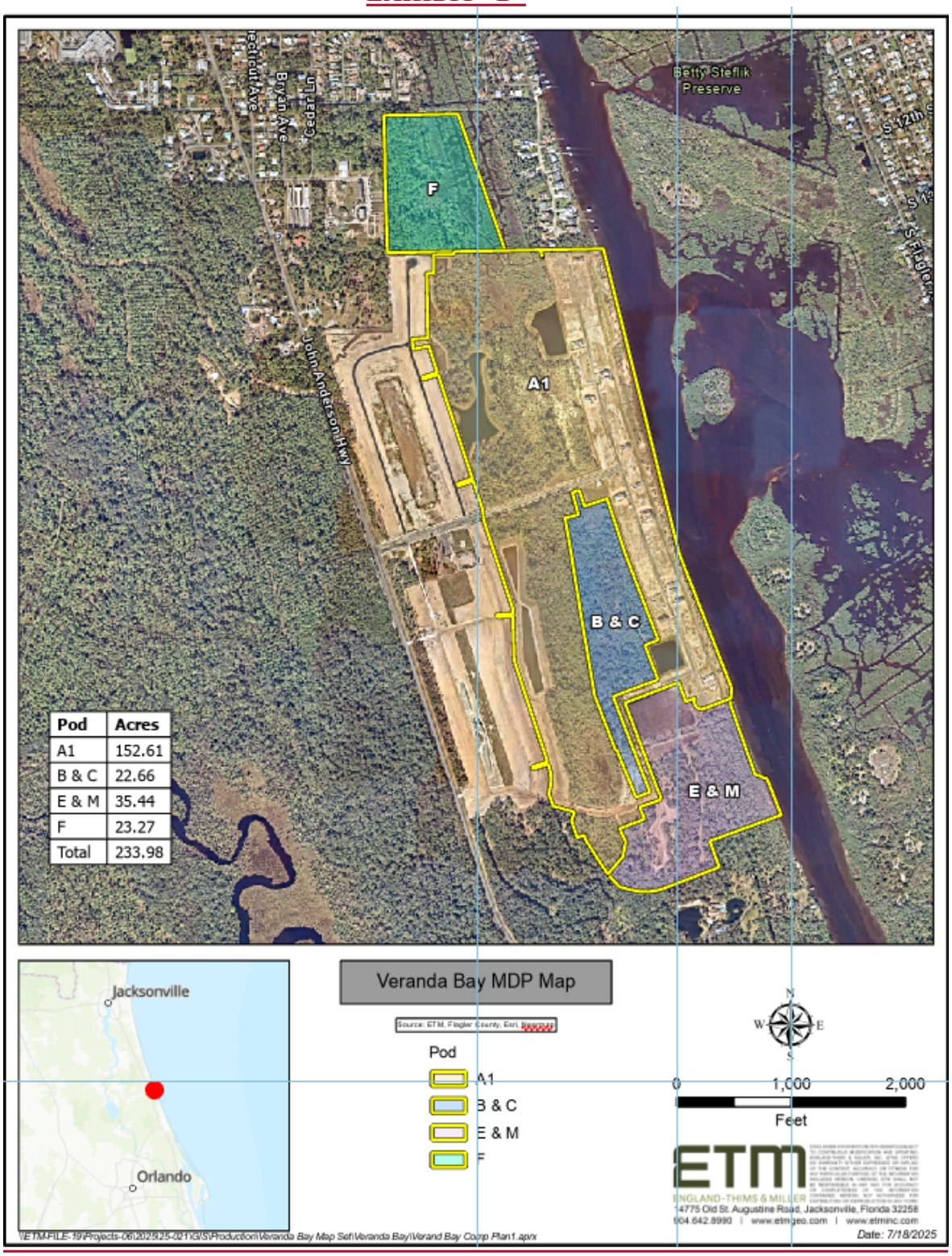

F
A1
B & C
E & M
Betty Steflik Preserve
John Anderson Hwy
Bryan Ave
Pecircut Ave
Cedar Ln
S 12th
S Flagler
Pod | Acres
A1 | 152.61
B & C | 22.66
E & M | 35.44
F | 23.27
Total | 233.98
Jacksonville
Orlando
Veranda Bay MDP Map
Source: ETM, Flagler County, Esri, Maxar
Pod
A1
B & C
E & M
F
N
W
E
S
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

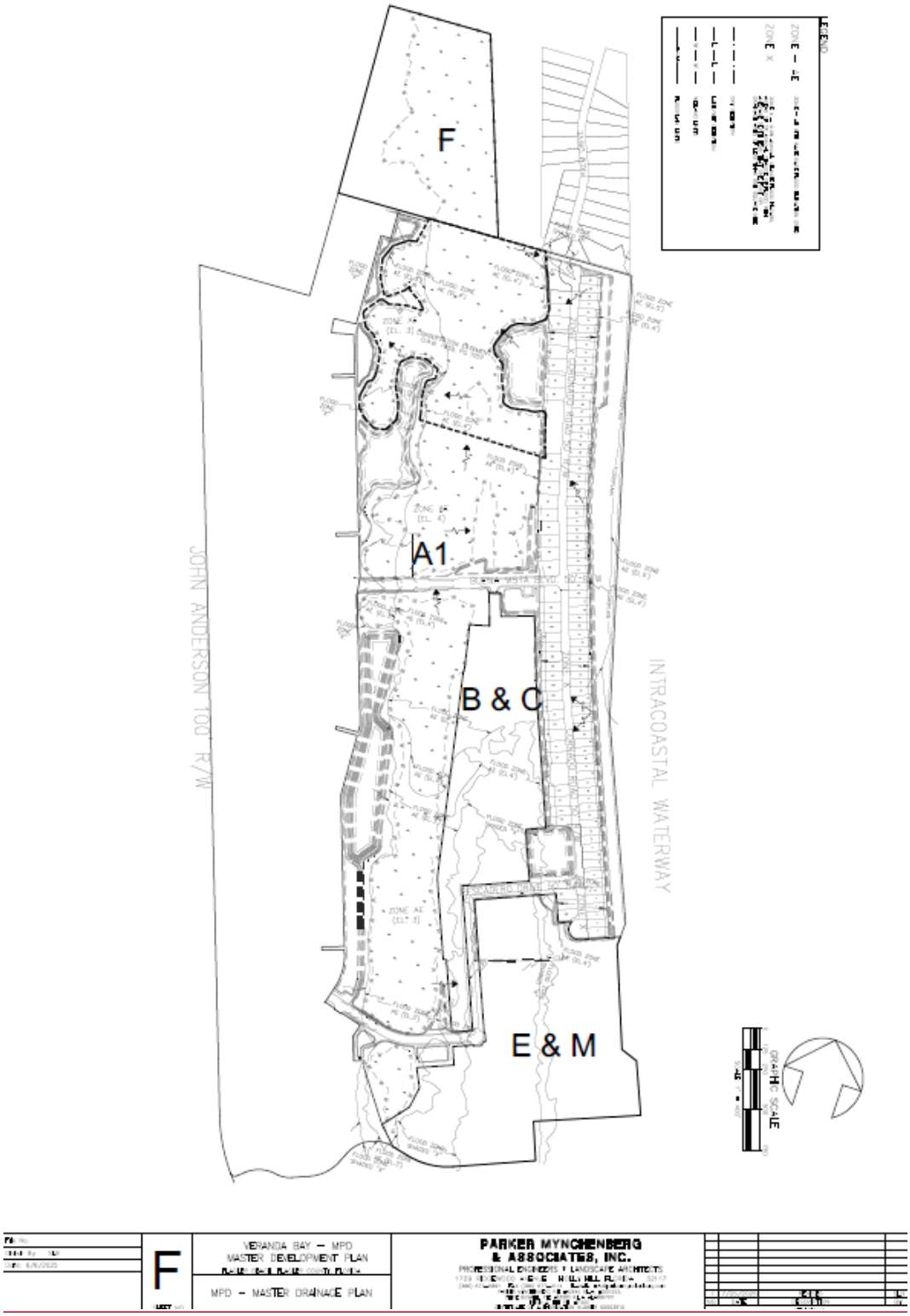

F
A1
B & C
E & M
JOHN ANDERSON TOLL R/W
INTRACOASTAL WATERWAY
LEGEND
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
PARKER MYNCHENBERG
& ASSOCIATES, INC.

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.

PLANT MATERIALS:
Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:
All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:
Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

FRONT YARD PLANTING:
All front yard planting to consist of the following:
18' – 24' on average height palm trees
5' accent tree
14' street tree (minimum 2" caliper) - shade tree
3-gallon shrub mass
3-gallon groundcover mass
1-gallon groundcover mass
10-gallon specimen accents

SIDE YARD PLANTING:
All side yard planting to consist of the following:
3-gallon foundation hedge
Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:
All rear yard planting to consist of the following:
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

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

CHIUMENTO LAW
LEGAL TEAM FOR LIFE

Legal
Michael D. Chiumento

LIVINGSTON AND SWORD, P.A.
ATTORNEYS AT LAW

Legal
Jay Livingston

ETM

Planning
Lindsay Haga, AICP
Jeff Crammond, P.E.

CTSi

Transportation
Rajesh Chindular, P.E.
Holly Walker, P.E.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS
LANDSCAPE ARCHITECTS

Engineering

ATLANTIC ECOLOGICAL SERVICES

Environmental

Marina del Palma

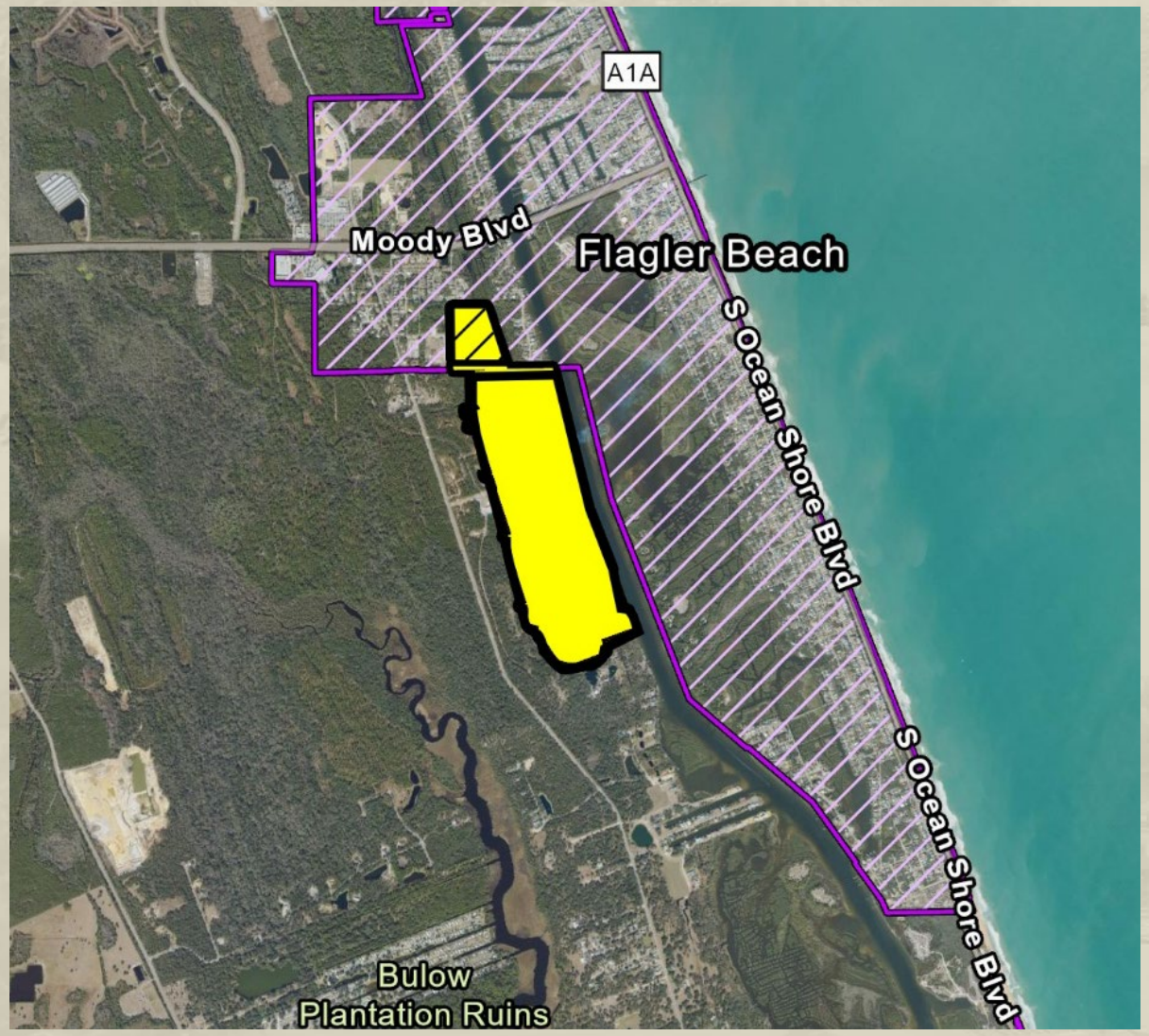
Palm Coast Plantation

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 Safey

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	September 3, 2024	October 17, 2024	Summer 2025
City of Flagler Beach Mayor and City Commissioner send letter to invite the developer to consider annexation to Flagler Beach	Flagler Beach PARB recommends approval - unanimous	Flagler Beach City Commission 1st Reading Approval	Refiled as two applications

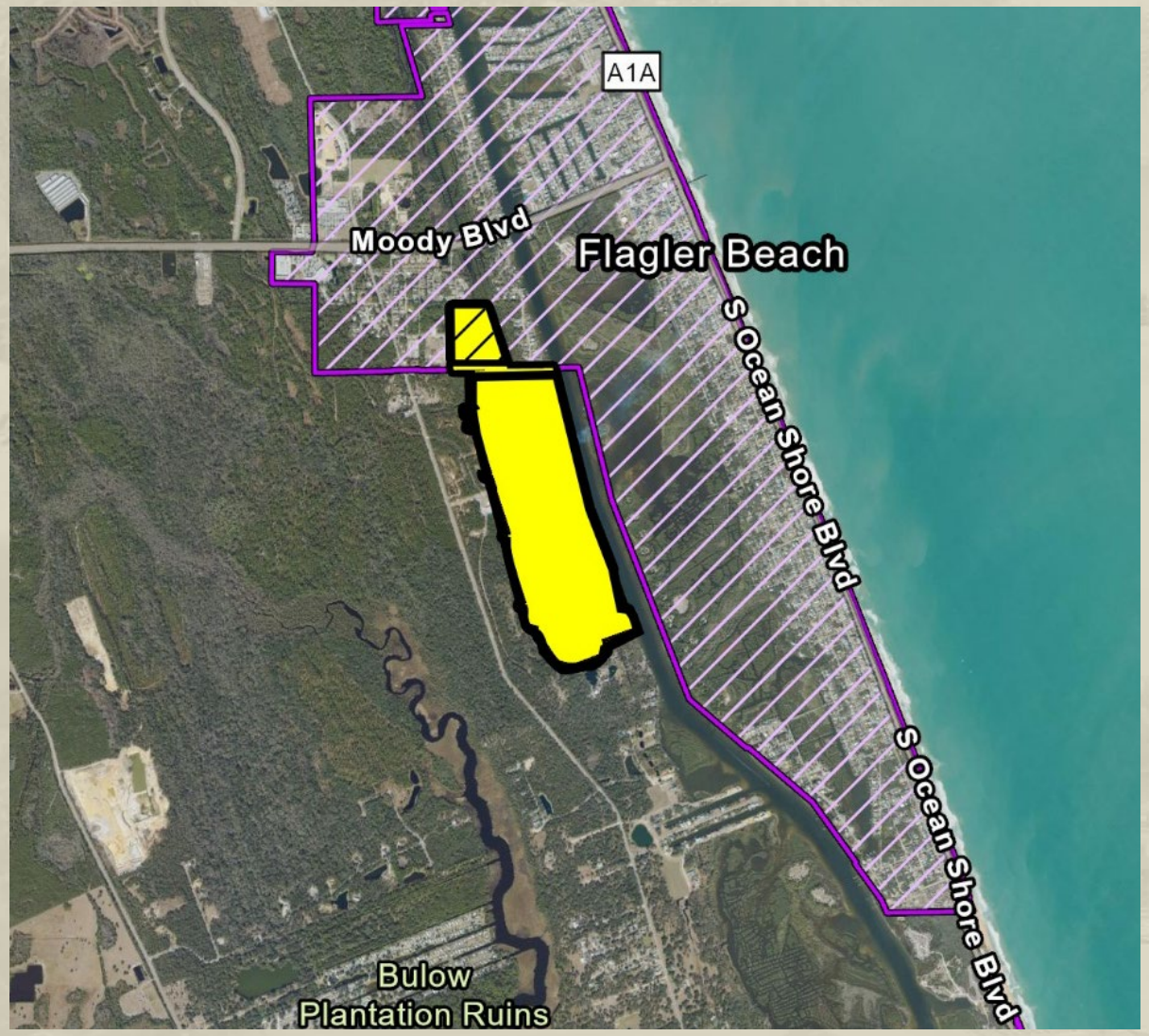
Today

Veranda Bay Project Applications

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on the west side of the city.

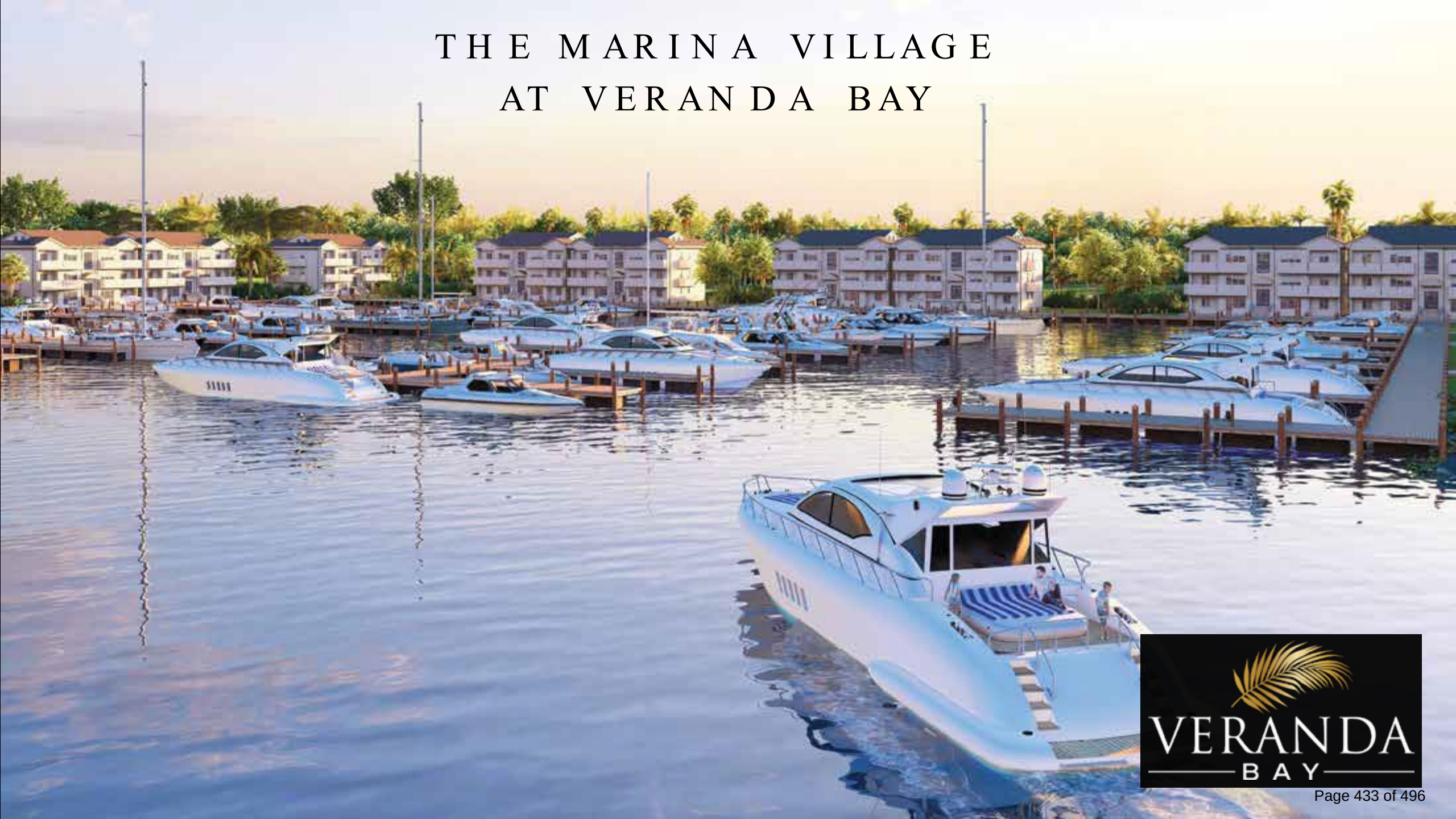


Developer's Vision

- 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



VERANDA
BAY

VERANDA
BAY

VERANDA
BAY

VERANDA
BAY

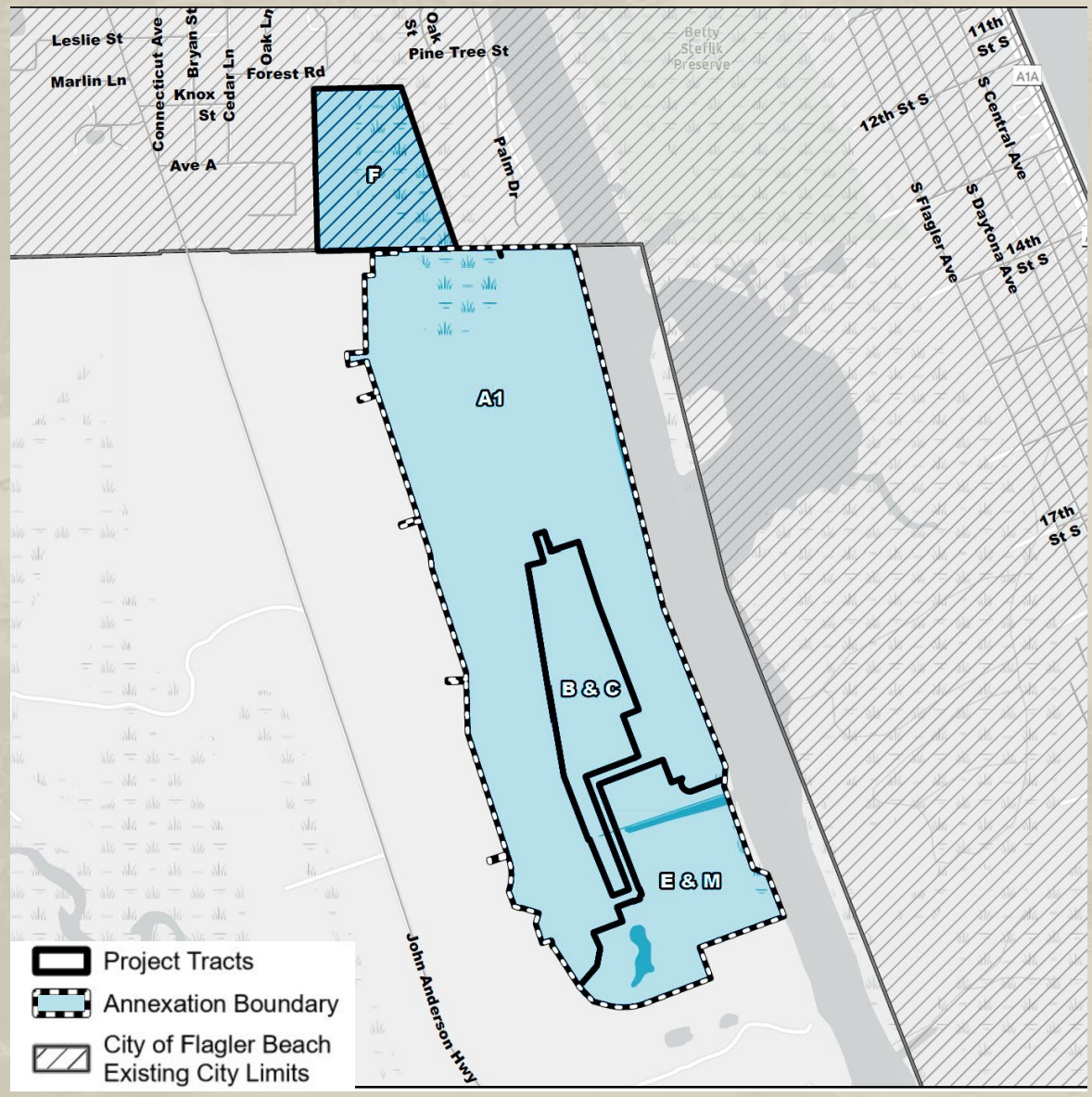
Project Elements

Planning	Public Infrastructure	Environmental	Drainage
Master Plan	Transportation	Open Space	Master Stormwater Plan
Development Program	Utilities	Preservation	
	Public Safety	Buffering	
	School Planning		
	Parks		

Planning

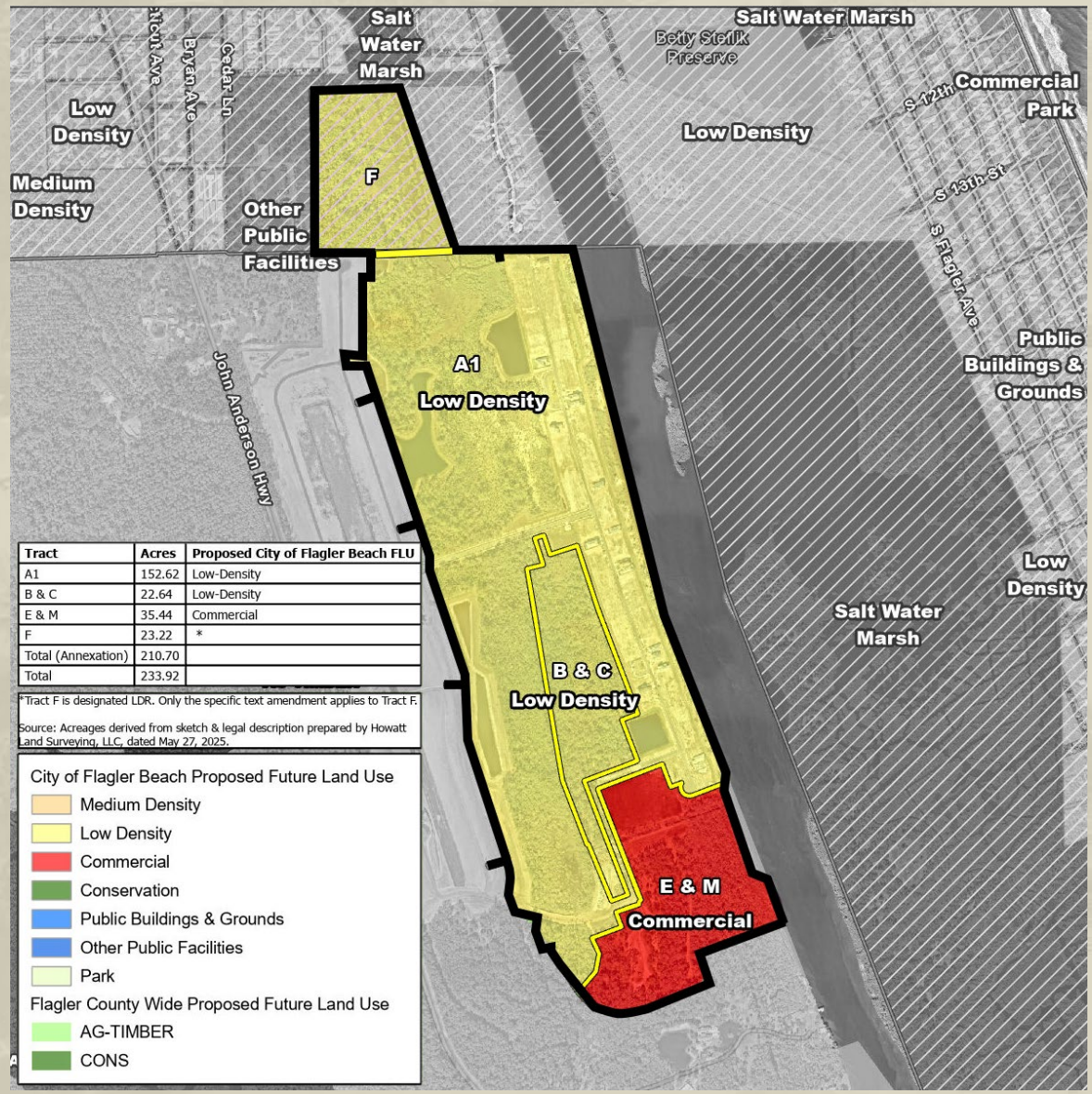
Annexation

- 23 acres in City (Tract F)
- 210 acres to be annexed
- Consistent with FS171



Planning

Proposed Future Land Use Map



Tract	Acres	Proposed City of Flagler Beach FLU
A1	152.62	Low-Density
B & C	22.64	Low-Density
E & M	35.44	Commercial
F	23.22	*
Total (Annexation)	210.70	
Total	233.92	

*Tract F is designated LDR. Only the specific text amendment applies to Tract F.

Source: Acreages derived from sketch & legal description prepared by Howatt Land Surveying, LLC, dated May 27, 2025.

City of Flagler Beach Proposed Future Land Use
- Medium Density
- Low Density
- Commercial
- Conservation
- Public Buildings & Grounds
- Other Public Facilities
- Park

Flagler County Wide Proposed Future Land Use
- AG-TIMBER
- CONS

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

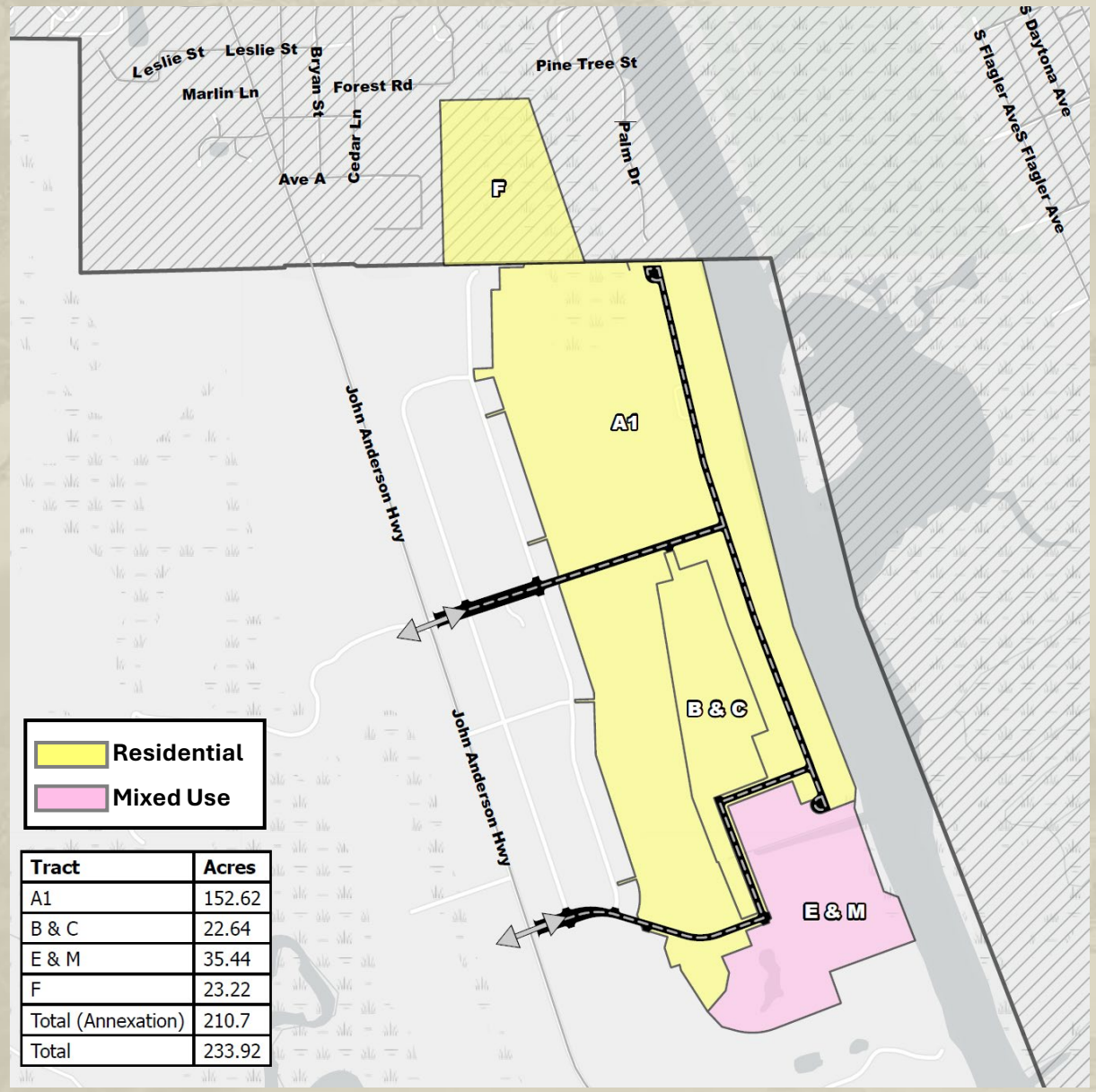
Rezoning Application

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



Tract	Acres
A1	152.62
B & C	22.64
E & M	35.44
F	23.22
Total (Annexation)	210.7
Total	233.92

Public Infrastructure

- **Transportation**
- **Utilities**
- **Public Safety**
- **School Planning**
- **Parks**

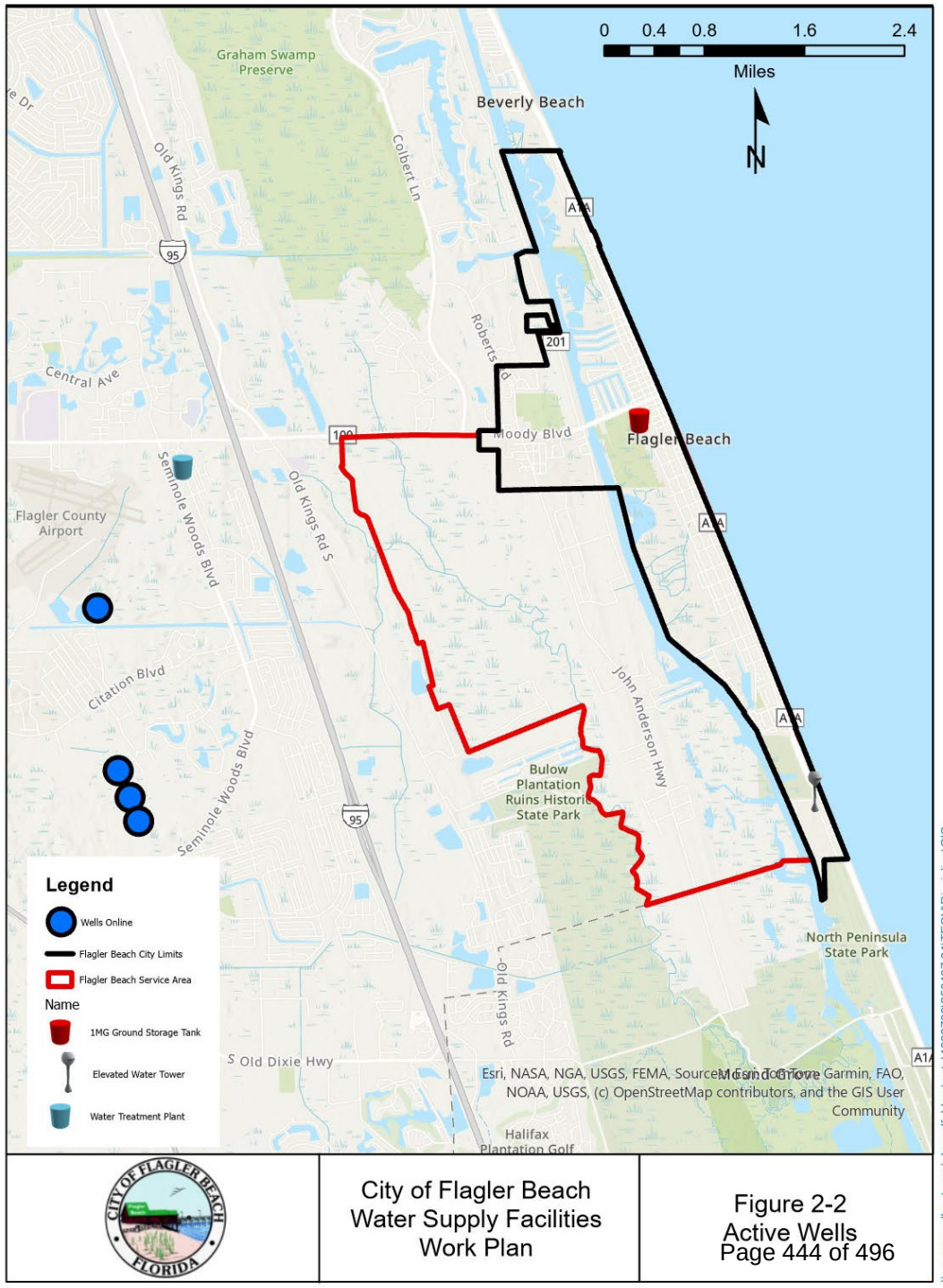
Transportation

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 tank 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 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 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

2.3 MGPD

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*)

School Planning

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

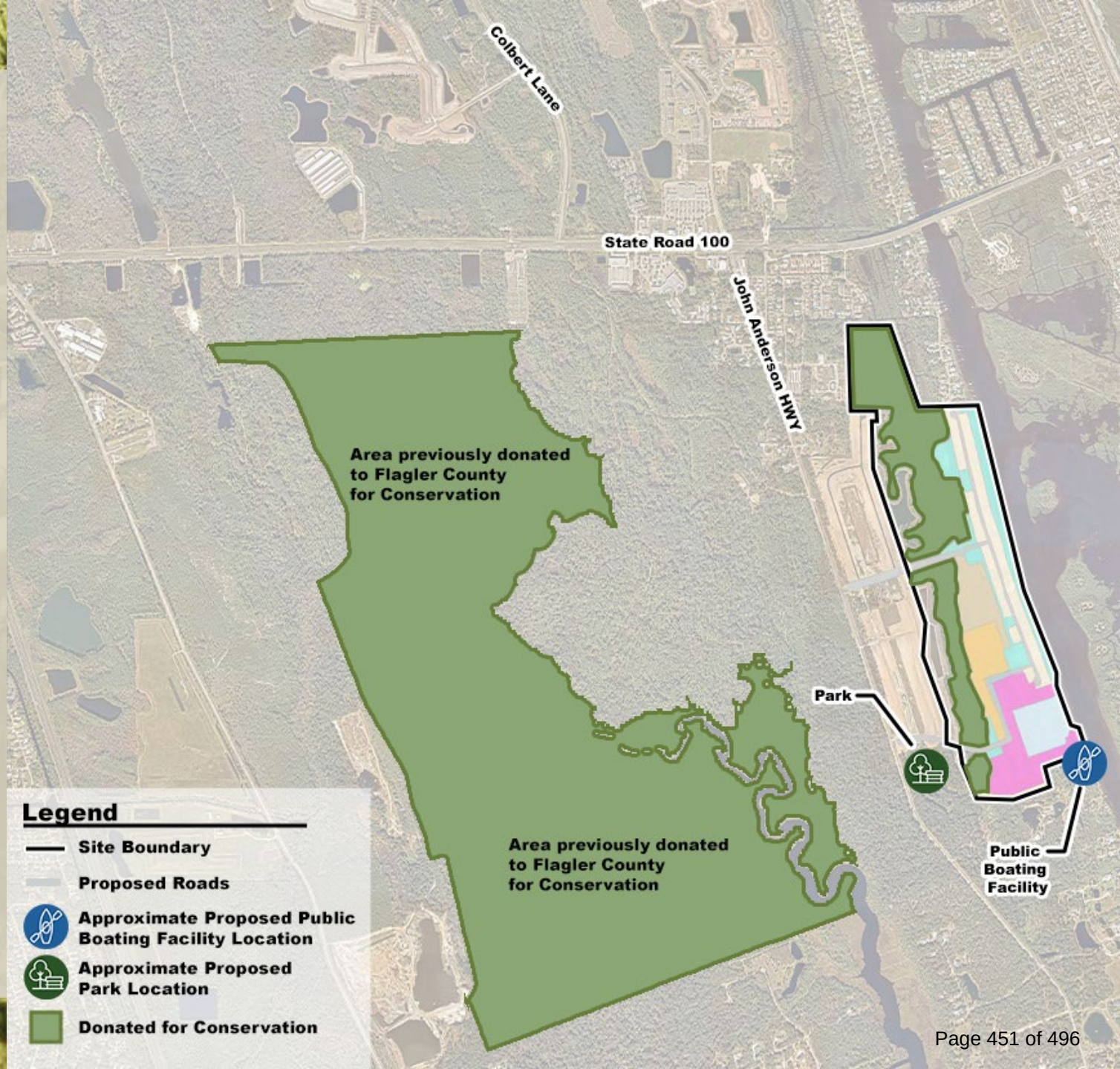
Environmental

Habitat & Species

- Previously dedicated 1,100 ac. to County.
- Environmental Assessment Report
- Wildlife Habitat Identified (Gopher Tortoise).
- Wetlands identified and surveyed.

Historic Resources

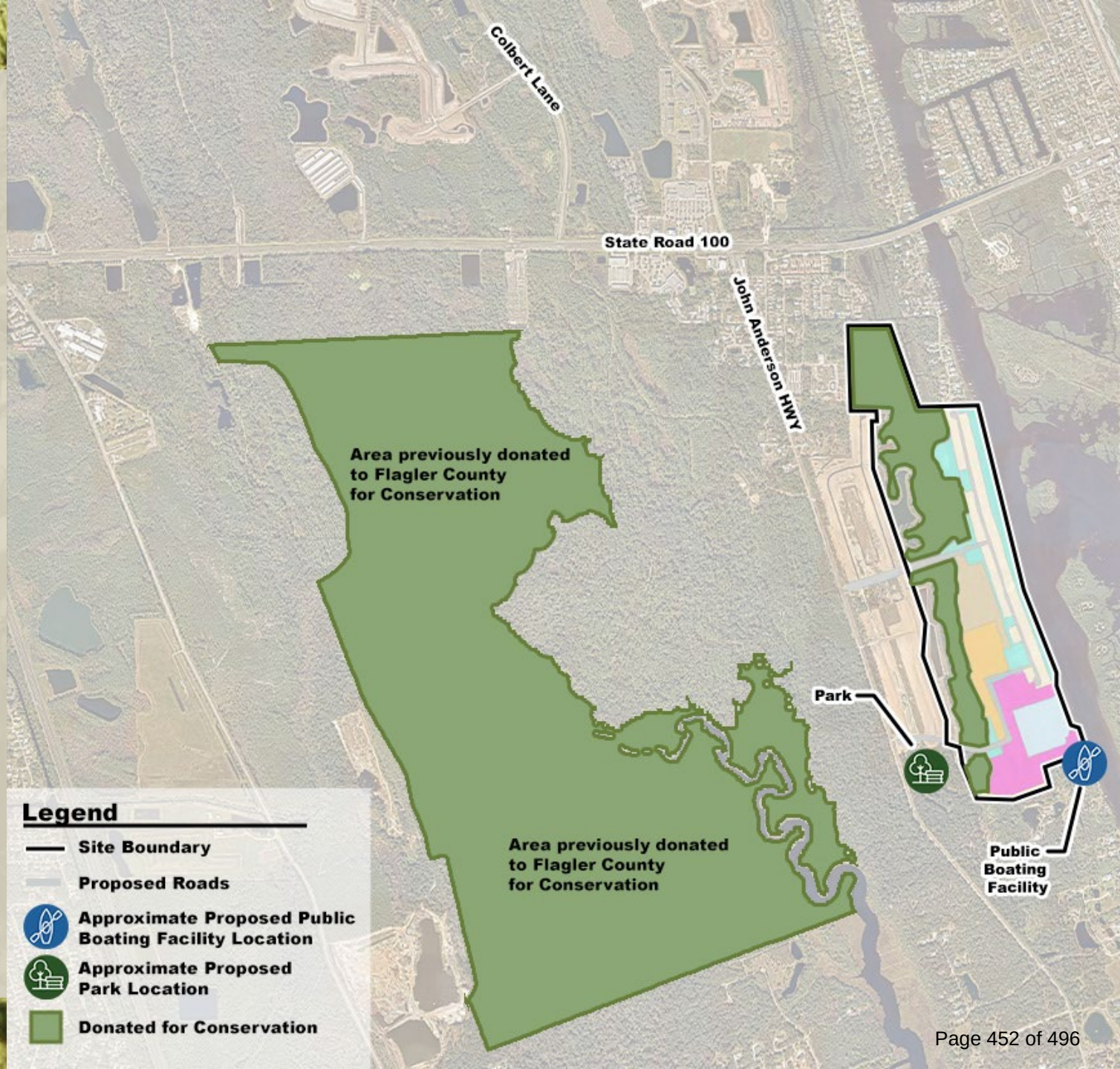
- Study performed and no outstanding issues.



Environmental

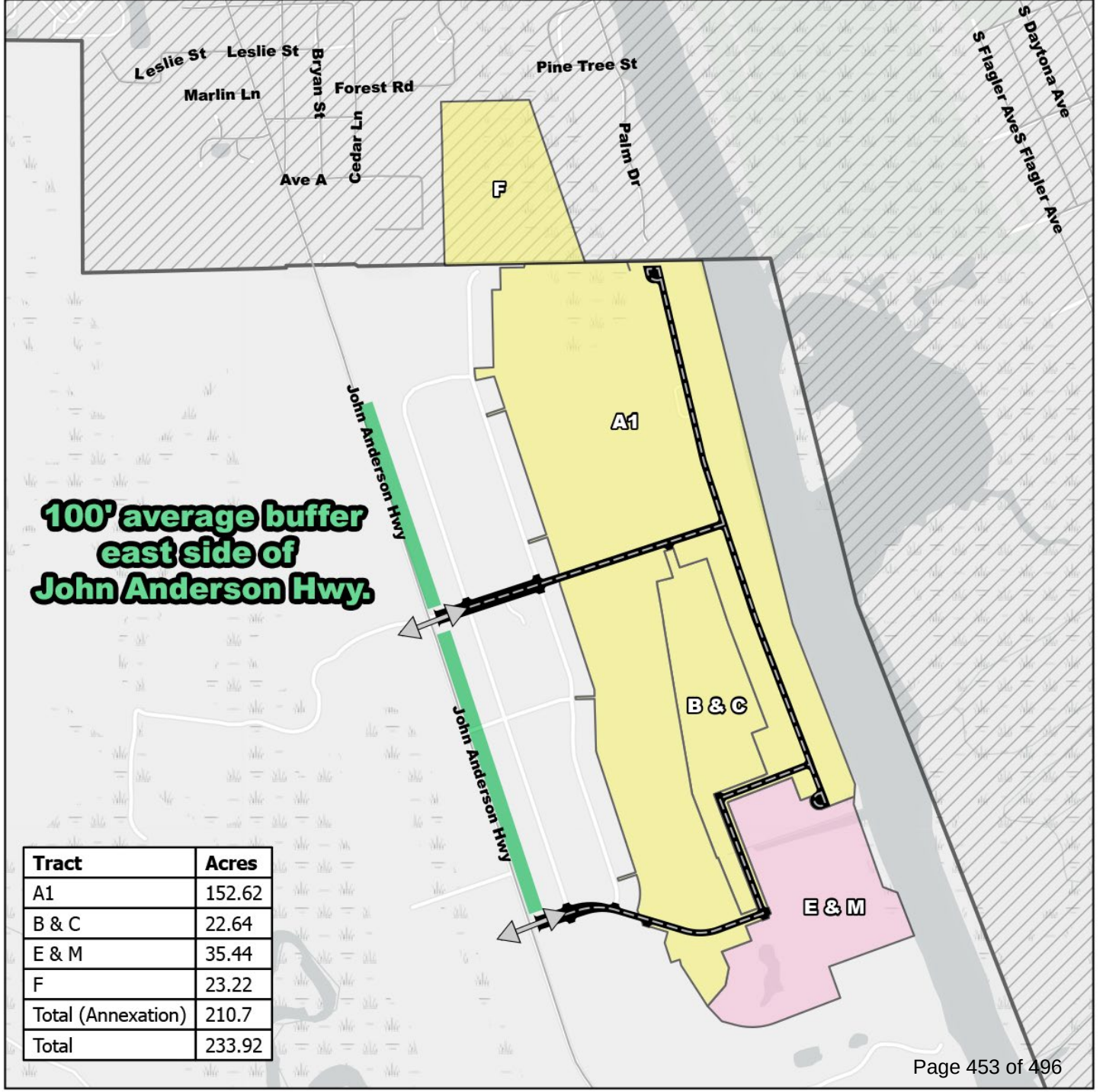
Open Space & Wetland Protection

- 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



Tract	Acres
A1	152.62
B & C	22.64
E & M	35.44
F	23.22
Total (Annexation)	210.7
Total	233.92

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

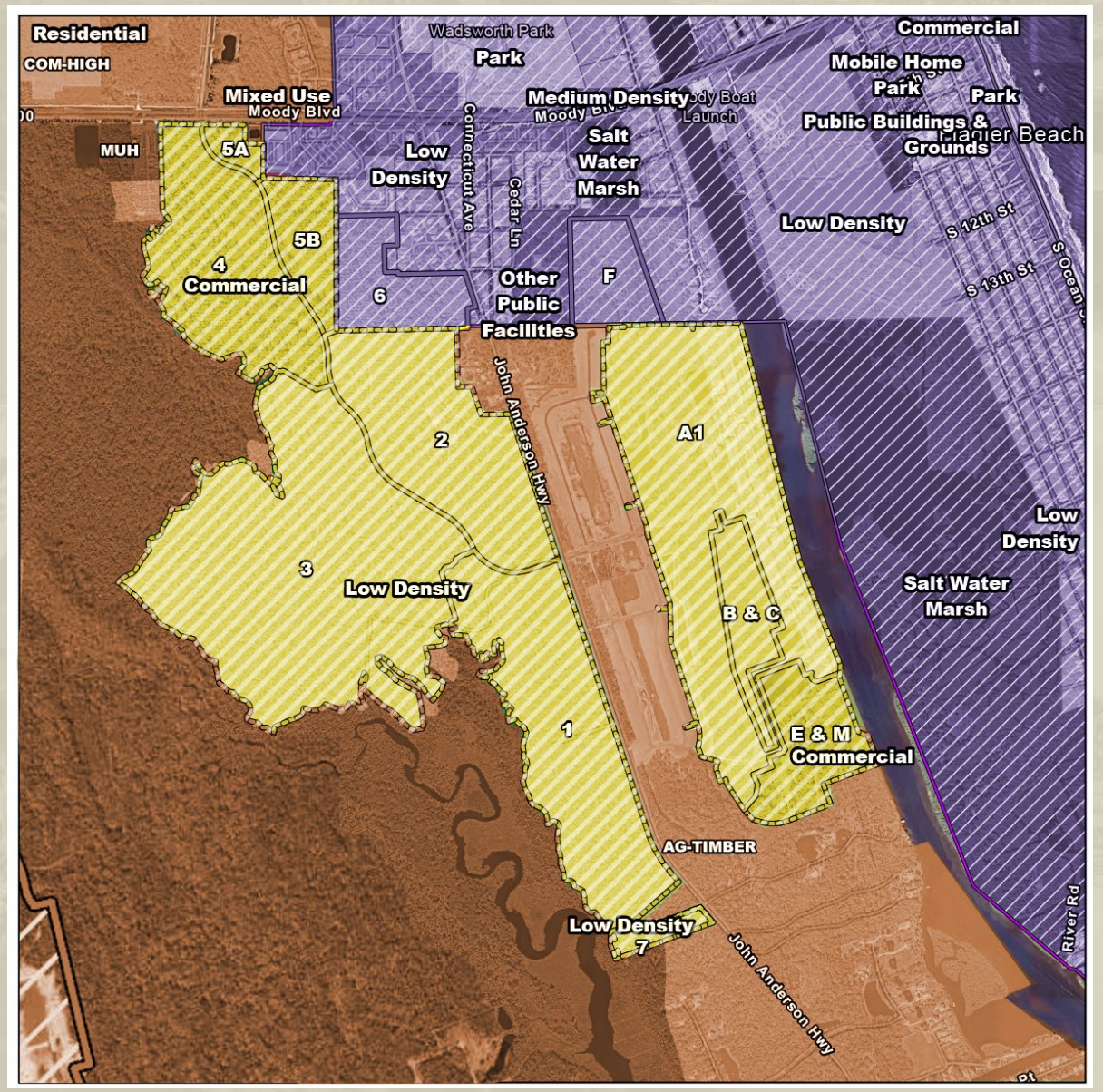
Summary

- **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


Residential
COM-HIGH
Mixed Use
Moody Blvd
MUH
5A
5B
4
Commercial
6
Low
Density
Connecticut Ave
Cedar Ln
Wadsworth Park
Park
Medium Density
Moody Blvd
Salt
Water
Marsh
Other
Public
Facilities
F
Commercial
Mobile Home
Park
Park
Public Buildings &
Grounds
Low Density
S 12th St
S 13th St
2
3
Low Density
John Anderson Hwy
A1
B & C
E & M
Commercial
Low
Density
Salt Water
Marsh
AG-TIMBER
1
Low Density
7
John Anderson Hwy
River Rd

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 law[1] 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:

THE FLAGLER/PALM COAST
NEWS-TRIBUNE PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Chiumento Law
Chiumento Law
145 City PL # 301
Palm Coast FL 32164-2481

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune 01/07/2026, 01/14/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/14/2026

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$221.70	
Tax Amount:	$0.00	
Payment Cost:	$221.70	
Order No:	11947446	# of Copies:
Customer No:	763298	1
PO #:	ORD 2025-24	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FLAGLER BEACH NOTICE OF PROPOSED ZONING MAP AMENDMENT CITY COMMISSION 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.

An application has been submitted to amend the Zoning Map designation for 234 acres of real property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District. All lands are located as depicted in the Location Map provided below.

The City Commission will hold a public hearing for the proposed Zoning Map amendment on

(1) ***January 22, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon Ordinance 2025-24;

(2) ***February 26, 2026*** at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers of City Hall located at 105 S. 2nd Street, Flagler Beach, Florida. The purpose of this hearing is for the City Commission to act upon and adopt Ordinance 2025-24.

The public hearing 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 further published notice.

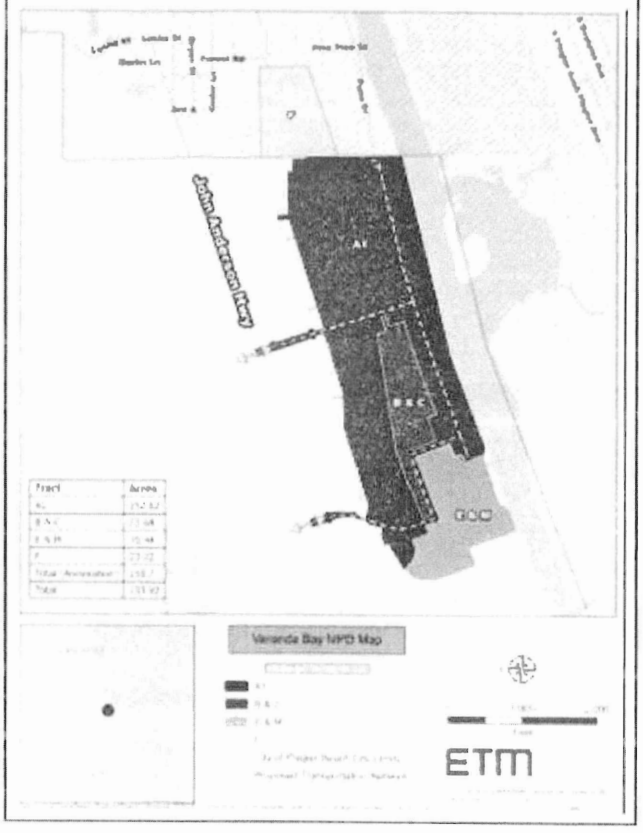
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed Ordinance may be inspected or obtained from the office of the City Clerk, 105 S. 2nd Street, Flagler Beach, Florida, (386) 517-2000 Ext. 233. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The application file with more detailed information about the proposed Zoning Map amendment may be inspected by the public during office hours at the Planning and Building Department, 800 S. Daytona Ave., 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.

LOCATION MAP



Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	January 22, 2026
Item Name:	Special Exception Application PSPE26-0001: Parcel ID No. 12-12-31-4500-00380-0030; Applicant: Jason and Samantha Clark; Request for a Special Exception Use to build a two-family dwelling in the Low-Density Residential Zoning District.

Background:
The intent of the applicant is to develop a duplex in Low Density Residential zoning district (allowed by Special Exception).

Fiscal Impact:
Impact fees are one-time charges calculated by square footage for new construction and assessed during the permitting process. Ad valorem taxes are based on the value of real property and calculated with the City's millage rate.

Staff Recommendation:
On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of the Special Exception request. Staff recommends approval of the Special Exception allowing for a two-family dwelling in the Low-Density Residential zoning district in accordance with Section 2.06.01 (1 through 7); as the use meets the applicable regulations governing the district where the proposed two-family dwelling is to be located.

Attachments:
1. Final_City Planner Report_Staff Report_Findings_Special Exception_City Commission
2. Application
3. Survey
4. Preliminary Site Plan
5. Rendering
6. Uses_Surrounding Properties
7. Affidavit of Publication

City of Flagler Beach

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

STAFF REPORT / FINDINGS

To: **City Commission**

From: **Lupita McClenning, City Planner**

Date: **January 12, 2026**

Re: **Findings / Staff Report Special Exception**

Applicant(s): Jason and Samantha Clark
421 N. Daytona Ave
Flagler Beach, FL 32136

Intent: The intent of the applicant is to develop a duplex in Low Density Residential zoning district allowed by Special Exception

Property Jason and Samantha Clark
421 N. Daytona Ave
Flagler Beach, FL

Land Use and Parcel Information

Parcel ID:	12-12-31-4500-00380-0030
FLUM:	Low Density Residential
Zoning:	Low Density Residential
Overlay:	CRA Overlay Residential Neighborhood

The Design Guidelines establish three (3) planning areas within the designated Downtown area, based on existing land uses, zoning classifications, desired development characteristics and geographic locations. The three (3) areas represent distinct character districts of the Downtown that create a functional whole, each emulate the design guidelines, and goals of the Community Redevelopment Agency. The character areas are as follows:

1. Downtown Mixed-Use District—Provides general guidelines for commercial and mixed-use areas in the Downtown Core excluding the parcels located along the Oceanshore Boulevard.

2. Downtown A1A Core Retail Corridor—Provides design guidelines for properties located along the A1A Corridor.

3. Residential Neighborhoods—Includes general design guidelines for new developments/renovations of residential areas in the Downtown.

Special Uses

There are certain uses and features which, because of their unique characteristics, cannot be distinctly classified or regulated in a particular district without consideration in each case of the impact of such uses and features upon neighboring uses and the surrounding area, compared with the public need for them at particular locations.

Special exception uses, as described in Schedule One of the Land Development Code, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board (PARB). In recommending approval or denial of the use, the PARB shall provide findings and recommendations on whether requirements of Section 2.06.01 (1. Through 7.) are met as well as other comments the PARB thinks will assist the City Commission in the determination of whether to grant the use.

Findings Required for Approval Section 2.06.01

1. That the use is a permitted special use as set forth in Schedule One.

   Section 2.04.02.8. *Zoning Schedule One Land Use Controls.*

   a. Private, social, recreational or fraternal clubs or organizations.
   b. Churches, synagogues or other houses of worship.
   c. Public or private schools including day care centers.
   d. Public administrative and service facilities.
   e. **Two-family dwellings**.
   f. See Section 2.07.00 for PUD.

   NOTE: All special exception uses are subject to Section 2.03.00, Section 2.06.01 and additional specific requirements as noted.

   Finding: The use is identified as a permitted special use in the City of Flagler Beach Land Development Code, Schedule One #6 - Two-family dwellings.

2. That the use is so designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected.

Finding: The use including design, location, and proposed does not compromise the protection of public health, safety, welfare nor convenience.

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

Finding: The use does not cause injury to the value of other property in the neighborhood.

4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

Finding: The use is compatible with adjoining development as surrounding properties are two-family dwellings units.

5. That the adequate landscaping and screening is provided as required herein, or otherwise required.

Finding: The proposed two-family dwelling unit complies with Design Guidelines, CRA Residential Neighborhood.

6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Finding: The off-street parking, ingress and egress are designed to standards and not causing interference with traffic on abutting streets.

7. That the use conforms with all applicable regulations governing the district where located.

Finding: The use conforms with applicable regulations governing the district as it relates to minimum density, setbacks, building height, max impervious surface, and parking.

Criteria

The proposed special use for two-family dwelling in Low Density Residential zoning district meets the requirements of Section 2.06.01 (1 through 7). Additionally, staff determines that satisfactory provision of the following factors have been met by the petitioner:

- The special use is found to be in compliance with all elements of the City of Flagler Beach Comprehensive Plan.
- Ingress and egress to the property and proposed use with particular reference to pedestrian safety and convenience, traffic flow and control, are satisfactorily met.
- Off-street parking area is satisfactorily met.
- Utilities, with reference to location, availability and compatibility are satisfactorily met.
- General compatibility with adjacent properties and other property in the district is satisfactorily met.

- The change suggested is not out of scale with the needs of the neighborhood or City of Flagler Beach.
- Infill development helps revitalize by building on vacant or underused land within existing areas, offering benefits including using existing infrastructure, increasing housing diversity, and promoting walkable, vibrant neighborhoods with access to amenities. It enhances community connectivity and sustainability by making better use of land and services already in place.

Commencement of a special exception occurs upon the issuance of a building permit. Parking for a church

Findings/Recommendation

On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of the special exception request. Staff recommends approval of the special exception allowing for two-family dwelling in the Low-Density Residential zoning district in accordance with Section 2.06.01 (1 through 7); as the use meets the applicable regulations governing the district where the proposed two-family dwelling is to be located.

Attachments:

Application
Survey
Preliminary Site Plan
Rendering
Surrounding Properties & Uses

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

PSPE26-0001

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: _____

RECEIVED
DEC 01 2025

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Duplex - 209 N 5th Street

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 209 N 5th Street (not yet assigned)

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 12-12-31-4500-00380-0030

D. LEGAL DESCRIPTION: _____ Subdivision Name; George Moody
Lot 3, Block 48, Moody Subdivision, according to the plat thereof, recorded in Plat Book 1, Page 24, of the Public Records of Flagler County, Florida

Section; _____ Block(s); 38 Lot(s); 3

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 5,000.194

F. FUTURE LAND USE MAP DESIGNATION: _____ EXISTING ZONING DISTRICT: Low Density Residential

OVERLAY DISTRICT: _____

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

H. CURRENT USE OF PROPERTY: Vacant land

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS)
Request to permit a two-unit duplex as long-term affordable housing on our lot

J. PROPOSED NUMBER OF LOTS (If Applicable): 1 Development Phasing: *Yes* ☐ *No* ☐

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

L. WATER/SEWER PROVIDER: City of Flagler Beach

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	*APPLICANT/AGENT:*
Name: Jason and Samantha Clark	Name: Jason and Samantha Clark
Mailing Address: 412 N Daytona Ave, Flagler Beach	Mailing Address: 412 N Daytona Ave, Flagler Beach
Phone Number: 862-881-0568	Phone Number: 862-881-0568
E-mail Address: echo0195@gmail.com	E-mail Address: echo0195@gmail.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: Stephenson, Wilcox & Associates	*LANDSCAPE ARCHITECT:*
Name: Stephanie Ward	Name:
Mailing Address: PO Box 186, Bunnell, FL 32110	Mailing Address:
Phone Number: 386-437-2363	Phone Number:
E-mail Address: info.swa@gmail.com	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): Jason Clark Samantha Clark

The foregoing instrument was acknowledged before me by means of X physical presence or__ online notarization this 1st day of December, 2025 by Jason & Samantha Clark individual submitted by ___ Personal Knowledge X Satisfactory Evidence: Type FL DL

_____
Signature of Notary Public, State of Florida

(SEAL)
MICHELE C. FICOCELLO
MY COMMISSION # HH 437434
EXPIRES: August 24, 2027

CHECKLIST OF REQUIRED ITEMS

The information and attachments requested as part of this application are the minimum necessary to determine compliance with the requirements of the City of Flagler Beach Zoning Ordinance. The City may require additional information, or waive certain requirements, at any time during the application process depending upon the nature of the Special Exception request.

ATTACHMENTS CHECKLIST:

- X DESCRIPTION OF HOW THIS APPLICATION MEETS THE SEVEN (7) REQUIREMENT STANDARDS (Complete Attachment A, "Special Exception Requirements").
- X RECORDED WARRANTY DEED
- X OWNER'S AUTHORIZATION
- X SURVEY OF PROPERTY
- X LOCATION MAP
- X SITE DEVELOPMENT PLAN (1"=20' if applicable)
- ___ ARCHITECTURAL BUILDING ELEVATION
- ___ ROOF MATERIAL AND COLOR (if applicable)
- ___ EXTERIOR FINISH AND COLOR (if applicable)
- ___ SANITARY SEWER/ WATER AVAILABILITY (FORM PROVIDED)

YOU MUST PROVIDE FIFTEEN (15) COMPLETE SETS OF ALL REQUIRED MATERIALS

City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Special Exception – (SPEX)

PETITION NO.: PSPE26-0007

DATE: 12/1/2025

Pursuant to Appendix A, Land Development Regulations, Section 2.06.01 of the Zoning Ordinance, I hereby request a Special Exception as described below:

PURPOSE FOR THE SPECIAL EXCEPTION PETITION: To allow construction of a duplex on a 50x100 lot for long-term residential housing

PETITIONER: Jason and Samantha Clark

PROJECT ADDRESS: Parcel 12-12-31-4500-00380-0030 (209 N 5th but that address is not assigned yet) PHONE NO.: 862-881-0568

OWNER OF SUBJECT PROPERTY: Jason and Samantha Clark

ADDRESS: 412 N Daytona Avenue, Flagler Beach, FL 32136 PHONE NO.: 862-881-0568

PETITIONER'S RELATION TO SUBJECT PROPERTY: self

ADDRESS/LEGAL DESCRIPTION: No address yet - I believe it will be 209 N 5th Street - George Moody Subd

LOT: 3 BLOCK: 38 SUBDIVISION: George Moody Subdivision ZONING DISTRICT: Low Density Residential

---

ATTACH JUSTIFICATION STATEMENTS ADDRESSING ALL SEVEN (7) REQUIREMENTS FOR THIS SPECIAL EXCEPTION REQUEST AS REQUIRED: (See Attachment "A" Special Exception Requirements.)

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

ACCEPTED BY: [signature] DATE: 12/1/2025

PETITION #: PSPE26-0007

Authorzation

Owner/Applicant

THIS IS TO CERTIFY THAT I AM THE OWNER AND/OR PETITIONER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: _____

SIGNATURE OF OWNER: Samantha Clark

DATE: 12/01/25

Owner- Designating Agent on his/her behalf

AS OWNER, I AUTHORIZE _____ TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APLICABLE.

NAME: _____

ADDRESS: _____

PHONE: _____

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

Samantha Clark
SIGNATURE OF OWNER

Samantha Clark
OWNER'S NAME (Print/Type)

412 N Daytona Ave Flagler Beach FL 32136
ADDRESS (Street, City) & Phone Number

This 1st day of Decem, 2025. Who is personally known to me or has produced FL DL as identification.

_____
Commission Number & Expiration

_____
Notary Public

MICHELE C. FICOCELLO
MY COMMISSION # HH 437434
EXPIRES: August 24, 2027

SPECIAL EXCEPTION STANDARDS - ATTACHMENT A

The Planning and Architectural Review Board may grant Special Exceptions only upon finding that the request meets the criteria set forth in Appendix A, Land Development Regulations, Section 2.06.01. Describe how your request meets each requirement.

1. That the use is a permitted Special Exception use as set forth in Schedule One hereof.

2. That the use is so designed located and proposed to be operated that the public health, safety, welfare and convenience will be protected.

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

5. That the adequate landscaping and screening is provided as required herein, or otherwise required.

6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

7. That the use conforms with all applicable regulations governing the district where located.

In advocating any Special Exception, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the Special Exception is advocated, shall be deemed a violation of this ordinance. The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the Special Exception is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a Special Exception to permit use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocation of a Special Exception.

Justification Statement for Special Exception Request

We respectfully submit this justification statement in support of our request for a Special Exception to allow construction of a duplex on our property (Parcel ID 12-12-31-4500-00380-0030), which is currently zoned Low Density Residential (R-1). The following addresses each of the seven criteria required for the granting of a Special Exception:

1. **Permitted Special Exception Use**
   A duplex is listed as a permitted Special Exception use within this zoning district. Our request is therefore consistent with the provisions outlined in Schedule One.

2. **Protection of Public Health, Safety, Welfare, and Convenience**
   The proposed duplex will be designed and constructed in accordance with all applicable building codes, safety standards, and zoning regulations. The units will be offered as long-term housing, thereby supporting local residents and contributing to the overall welfare and convenience of the community.

3. **No Substantial Injury to Property Values**
   The duplex will be modest in scale and will meet the minimum requirement of 900 square feet per unit. The structure will be maintained to a high standard, consistent with surrounding properties, ensuring that the value of other properties in the neighborhood will not be negatively affected. We believe this will add value to the neighborhood.

4. **Compatibility with Adjoining Development and Character of the District**
   The neighborhood contains a mix use of single-family and multifamily homes, primarily multi-family homes and apartments. This property has a duplex behind it, a two unit apartment to the right, a triplex across the street, a duplex across the street, a six-unit caddy corner to the front and a quadplex caddy corner to the back. The across the street block also has a 5-unit apartment building and a 3-unit apartment building. A duplex is fully compatible with this existing development pattern and aligns with the intended residential character of the district.

5. **Adequate Landscaping and Screening**
   All required landscaping and screening measures will be provided in compliance with the Town's regulations. The design will enhance the visual appearance of the lot and maintain harmony with adjacent properties.

6. **Adequate Off-Street Parking and Traffic Considerations**
   The site plan will provide sufficient off-street parking for residents. Driveway ingress and egress will be designed to minimize traffic disruption and avoid interference with abutting streets.

7. **Conformance with Applicable Regulations**
   The proposed use will conform to all zoning, building, and land use regulations applicable to the district. The project will be constructed, maintained, and operated in compliance with Town requirements.

Conclusion

This proposed duplex represents a thoughtful and responsible use of the property, providing much-needed long-term housing for local residents while maintaining compatibility with the surrounding neighborhood.

Jason and I have lived in Flagler Beach for over a decade. We currently own a quadplex in Flagler Beach behind our personal residence. We take great pride in keeping it well-maintained and attractive. We have an excellent relationship with our tenants and because we live locally, it allows us to respond quickly to any concerns or maintenance needs. If desired, we can gladly provide a tenant reference.

Our home is located just one lot over from this property. We believe that a small duplex will have a more positive impact on our neighbors and the overall neighborhood character than a larger three-story home would. We imagine that, in hindsight, our neighbors would say something to us in the effect of, "If I knew you were going to build a 3-story larger home, we would rather have had a small duplex."

This project will satisfy the criteria for approval of a Special Exception and Jason and I respectfully request the Town's favorable consideration of this application.

Respectfully submitted,
Samantha and Jason Clark
12/01/25

Instrument No: 2025030912 7/25/2025 11:11 AM BK: 2978 PG: 1629 PAGES: 2 DOCTAX PD $1,225.00 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

This Instrument Prepared by
and to be Returned to:
Robert J. Naberhaus III, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Viera, FL 32940
321-259-8900

TAX PARCEL IDENTIFICATION NO.: 12-12-31-4500-00380-0030
ADDRESS: 209 N 5th Street
Flagler Beach, FL 32136

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED is made as of this 22nd day of July 2025, by RODNEY A. HVIZDAK, as Personal Representative of the Estate of WILLIAM G. HVIZDAK, deceased, whose address is 813 Clubhouse Pointe, Woodstock, Georgia 30188 (hereinafter referred to as the "**Grantor**") to SAMANTHA CLARK and JASON CLARK, husband and wife, whose post office address is 412 N Daytona Avenue, Flagler Beach, Florida 32136 (hereinafter referred to as the "**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, trustees and personal representatives.)

Unofficial Copy

WITNESSETH:

That Grantor, pursuant to the powers conferred upon the Personal Representative by the Letters of Administration of WILLIAM G. HVIZDAK, deceased, filed in the Circuit Court for Volusia County, Florida, Probate Division (File. No. 2025 11061 PRDL), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in that certain real property situate, lying and being in Flagler County, Florida (hereinafter referred to as the "**Property**"), and being more particularly described as follows:

Lots 3, Block 38, Moody Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 24, of the Public Records of Flagler County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

AND the Grantor hereby covenants to and with the Grantee that in all things preliminary to and in and about the sale and this conveyance the laws of the State of Florida have been followed and complied with in all respects.

This conveyance is subject to the lien for taxes accruing after December 31, 2024, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

The Property is not the constitutional homestead of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 - Signature

Laura Minton Young
Witness #1 - Printed Name
Address: 7380 Murrell Road, Suite 200
Viera, FL 32940

Witness #2 – Signature

Christy Haney
Witness #2 - Printed Name
Address: 7380 Murrell Road, Suite 200
Viera, FL 32940

RODNEY A. HVIZDAK, as Personal Representative of the Estate of WILLIAM G. HVIZDAK, deceased

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 8th day of July 2025, by RODNEY A. HVIZDAK, as Personal Representative of the Estate of WILLIAM G. HVIZDAK, deceased. Said person (check one) ☐ is personally known to me, or ☐ produced _____ as identification.

LAURA MINTON YOUNG
Commission # HH 661462
Expires April 20, 2029

Notary Public - State of Florida
Print name: Laura Minton Young
Commission No. _____
My commission expires: _____

Unofficial Copy

FLAGLER COUNTY PROPERTY APPRAISER

Legend

- Parcels
- Roads
- Streams and Rivers

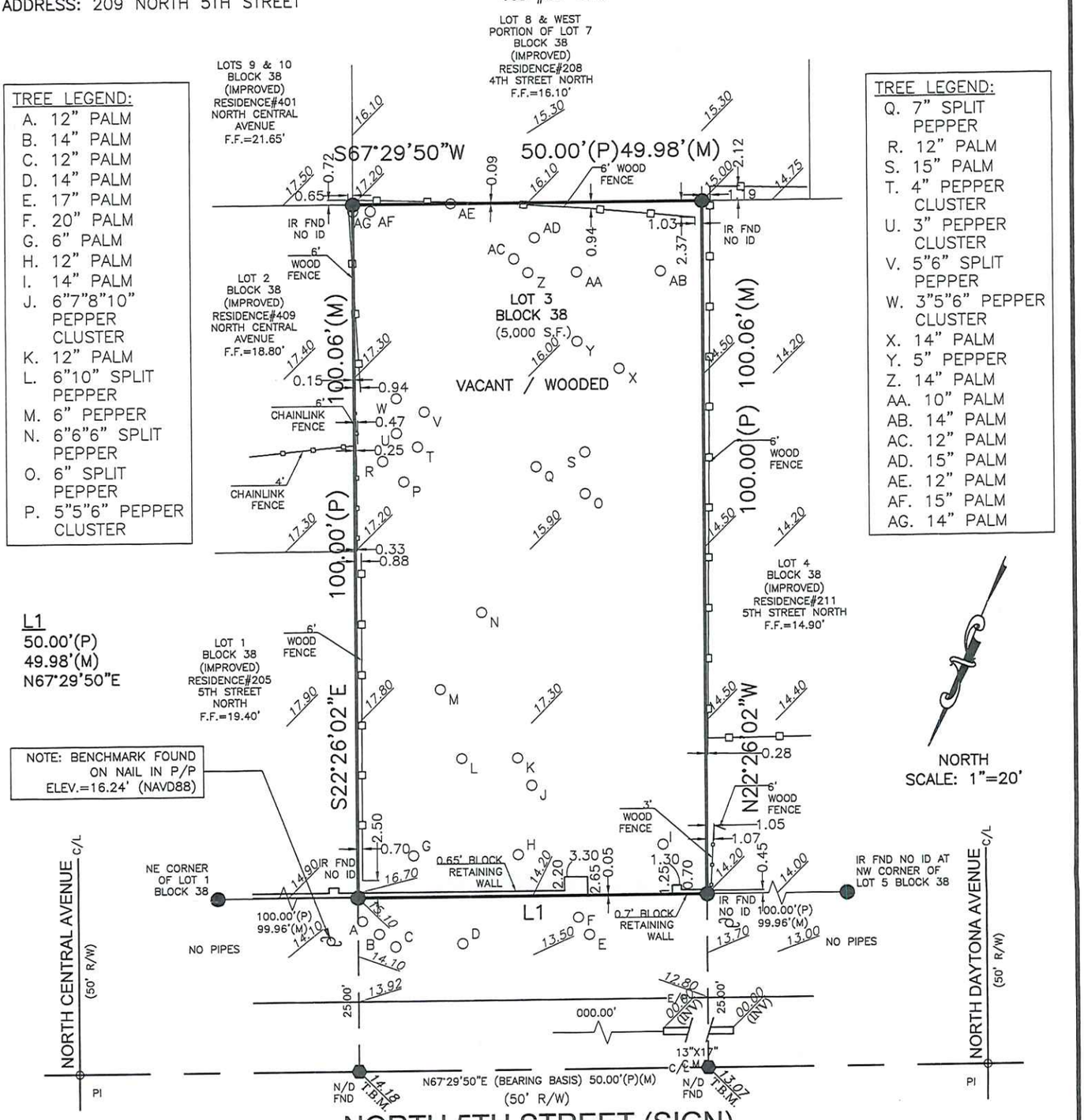
Parcel ID	12-12-31-4500-00380-0030	**Owner**	CLARK SAMANTHA & JASON W&H	**Land Value**	$166,500	**Last 2 Sales**			
Prop ID	78804		412 N DAYTONA AVENUE	**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	VACANT		FLAGLER BEACH, FL 32136	**Building Value**	$0	7/8/2025	$175000	V	Q
Taxing District	21			**Misc Value**	$0	5/1/2003	$97500	V	U
GIS sqft	5,000.194	**Physical Address**	n/a	**Just Value**	$166,500				
				Assessed Value	$122,399				
				Exempt Value	$0				
				Taxable Value	$122,399				

Date created: 9/26/2025
Last Data Uploaded: 9/26/2025 7:21:34 AM

Developed by SCHNEIDER GEOSPATIAL

ADDRESS: 209 NORTH 5TH STREET

JOB #25-4529



NORTH 5TH STREET (SIGN)
FOURTH STREET (PLAT)

TREE LEGEND:

A. 12" PALM
B. 14" PALM
C. 12" PALM
D. 14" PALM
E. 17" PALM
F. 20" PALM
G. 6" PALM
H. 12" PALM
I. 14" PALM
J. 6"7"8"10" PEPPER CLUSTER
K. 12" PALM
L. 6"10" SPLIT PEPPER
M. 6" PEPPER
N. 6"6"6" SPLIT PEPPER
O. 6" SPLIT PEPPER
P. 5"5"6" PEPPER CLUSTER

TREE LEGEND:

Q. 7" SPLIT PEPPER
R. 12" PALM
S. 15" PALM
T. 4" PEPPER CLUSTER
U. 3" PEPPER CLUSTER
V. 5"6" SPLIT PEPPER
W. 3"5"6" PEPPER CLUSTER
X. 14" PALM
Y. 5" PEPPER
Z. 14" PALM
AA. 10" PALM
AB. 14" PALM
AC. 12" PALM
AD. 15" PALM
AE. 12" PALM
AF. 15" PALM
AG. 14" PALM

REVISIONS:

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TYPE OF SURVEY: BOUNDARY / TOPOGRAPHIC / TREE LOCATION

NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION: LOT 3, BLOCK 38, (MOODY SUBDIVISION), FLAGLER BEACH, A SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:

○ IR	1/2" Iron Rod set "LB7672"	(M)	Measured Bearing & Distance
● IR	5/8" Iron Rod found	C/L	Center Line
● IP	1/2" Iron Pipe	E/P	Edge of Pavement
○ N/D	Nail and Disk set "LB7672"	R/W	Right of Way
● N/D	Nail and Disk found	Δ	Delta
◉ PCP	Permanent Control Point	R	Radius
□ CM	Concrete Monument set	L	Length
■ CM	Concrete Monument found	CB	Chord Bearing
PRM	Permanent Reference Monument	CH	Chord Distance
FND	Found	PC	Point of Curvature
LB	Licensed Business	PRC	Point of Reverse Curvature
LS	Licensed Surveyor	N.R.	Non-Radial Curve
PSM	Professional Surveyor & Mapper	PT	Point of Tangency
O.R.	Official Records Book	PI	Point of Intersection
PG.	Page	N.G.V.D.	National Geodetic Vertical Datum
(P)	Plat Bearing & Distance	N.A.V.D.	North American Vertical Datum
		B.M.	Bench Mark
		T.B.M.	Temporary Bench Mark
		TOB	Top Of Bank
		TOE	TOE of slope
		F.F.	Finish Floor Elevation
		INV.	Invert
		C.B.S.	Concrete Block & Stucco
		Conc.	Concrete
		C/S	Concrete Slab
		A/C	Air Conditioner Pad
		EQP	Pool Equipment Pad
		PEP	Pretreatment Effluent Pumping Tank
		O/E	Overhead Electric
			P/P – Power Pole
		Ⓜ	Manhole
			Telephone Riser
			Cable Television Riser
			Fiber Optic Riser
		WM	Water Meter
			Electric Meter
			Fire Hydrant

NOTES:

1. The entire map encompassing this survey is recorded in Map Book 1, Pages 24.
2. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
3. Underground improvements and utilities not located.
4. Bearings refer to plat datum and to the centerline of 5TH STREET NORTH as being N88°34'20"E.
5. Property lies in Flood Zone "X", with reference to Map No. 12035C0232E, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1988 datum.
6. Description provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:7500 feet.
9. Fences shown are located with an accuracy of ±0.2'.

CLIENT INFO:
JASON & SAMANTHA CLARK
412 NORTH DAYTONA AVENUE
FLAGLER BEACH, FL 32136

STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726 · LB#7672
2729 E. Moody Blvd., Ste. 400 · PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 · Fax: 386.437.0030 · Email: info.swa@gmail.com

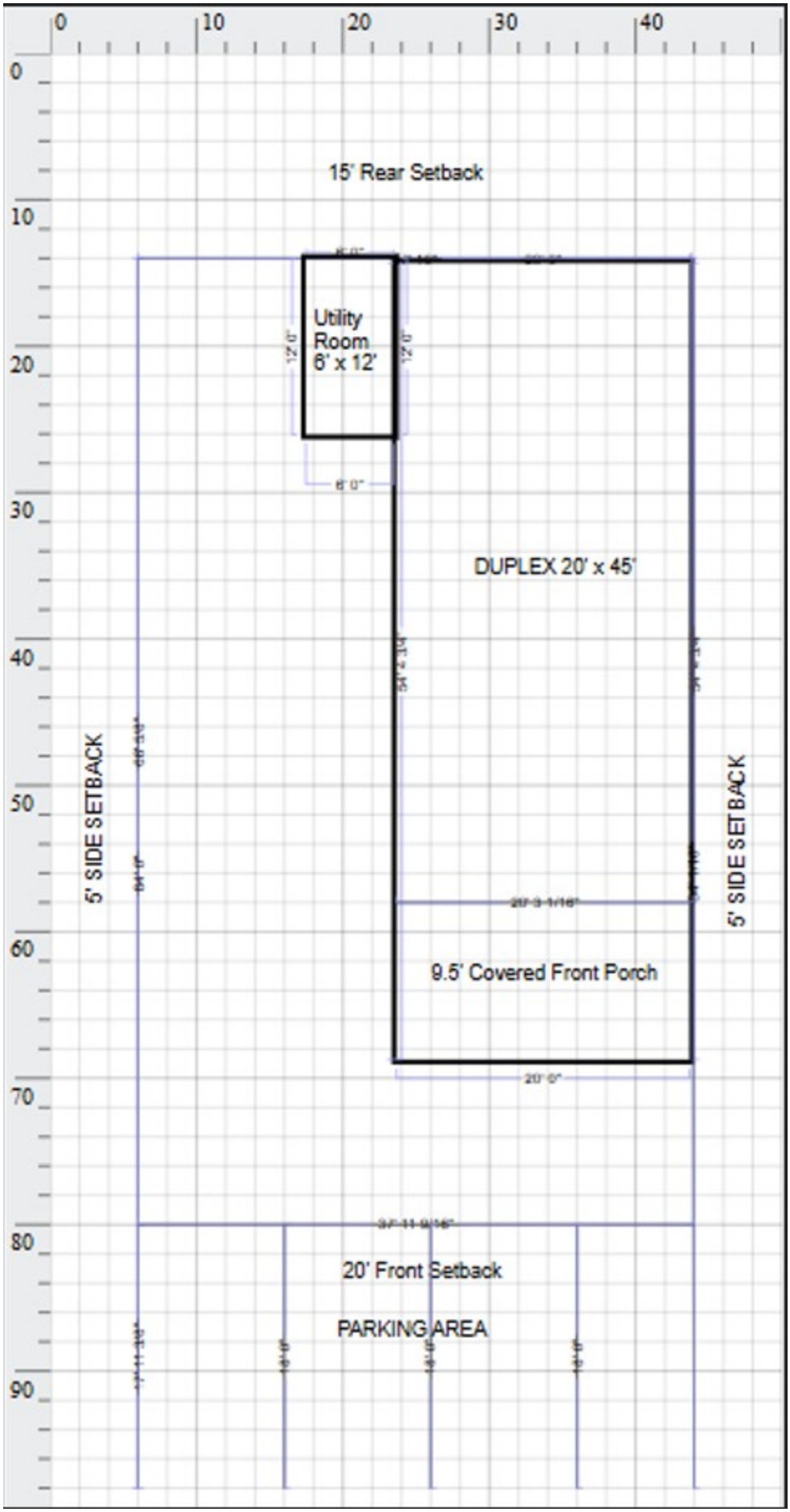
JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	10/08/25	10/14/25	25-4529	BAS
Site Plan				
House Stake				
Formboard				
Foundation				
Final				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAN A. WILCOX Jr., PSM No.5749, PE No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET 1 of 1

\\Mycloudpr4100\swa-01\CAD SERVER 2014NOV12\SWA\Cad Server\sdsk projects\0000-Flagler\000-PLATS\Moody Sub\BLOCK 38\BLK 38, LOT 3.dwg


0
10
20
30
40
0
10
20
30
40
50
60
70
80
90
15' Rear Setback
Utility Room 6' x 12'
12' 0"
12' 0"
6' 0"
DUPLEX 20' x 45'
5' SIDE SETBACK
5' SIDE SETBACK
9.5' Covered Front Porch
20' 0"
20' Front Setback
PARKING AREA

The # indicates the # of units at that location.
"US" is our personal residence.
The blue square is our proposed duplex site.

Observer

PALM COAST OBSERVER

Published Weekly
PALM COAST, FLAGLER COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Palm Coast Observer*, a weekly newspaper published in Palm Coast, Flagler County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Special Exception Application PSPE26-0001

in the Circuit Court, was published in said newspaper in the issues of

Dec. 25, 2025

Affiant further says that the said *Palm Coast Observer* is a newspaper published at Palm Coast, in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each week and has been entered as periodical matter at the post office in Palm Coast in said Flagler County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 25th day of December 2025.

Signature of Notary

Personally known X or produced identification ___

Type of identification produced _____

Name of Notary typed printed or stamped

OFFICIAL SEAL
KIRSTEN H FYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/13/2026

CR 330848

CITY OF FLAGLER BEACH
PUBLIC HEARING NOTICE

Special Exception Application PSPE26-0001 - A request has been submitted for a Special Exception Use to build a two-family dwelling at the subject property in the Low-Density Residential Zoning District as provided for in the Land Development Regulations Section 2.04.02.8, Zoning Schedule One Land Use Controls. The subject property vacant, undeveloped land and identified by the Flagler County Property Appraiser as Parcel ID No. 12-12-31-4500-00380-0030 or George Moody Subdivision Block 38 Lot 3 pictured in Exhibit A. Applicant: Jason and Samantha Clark.

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, JANUARY 6, 2026 AT 5:30 P.M.

CITY COMMISSION: THURSDAY, JANUARY 22, 2026 AT 5:30 PM OR SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

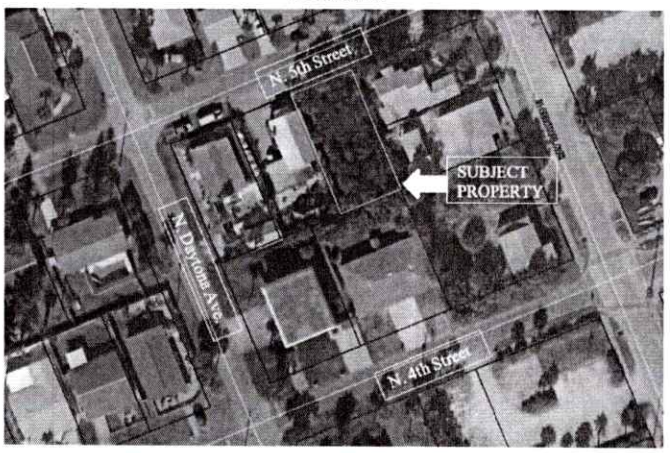
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

For further information about this request, please call the Planning & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

EXHIBIT A



7763-330848
Dec. 25, 2025

Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	Penny Overstreet, City Clerk
Meeting Date:	January 22, 2026
Item Name:	City Clerk. Direction regarding Jt. Cities & County Meeting Scheduled for February 04, 2026.

Background:
The last Joint Cities and County Meeting was held on August 27, 2025. The minutes from that meeting indicate two discussion topics would be Lifeguards and Beach Nourishment and Maintenance Funding. Please determine if there are other topics you would like added to the agenda for discussion.

Fiscal Impact:
N/A

Staff Recommendation:
Provide Staff direction to request the addition of agenda topics.

Attachments:
1. 08272025 Joint Cities County Workshop Minutes

JOINT CITIES AND COUNTY WORKSHOP

AUGUST 27, 2025

Present: Flagler County BOCC: Chair Andrew Dance & Commissioner Leann Pennington
City of Flagler Beach: Commissioners Eric Cooley & Rick Belhumeur
City of Bunnell: Mayor Catherine Robinson & Commissioner David Atkinson
City of Palm Coast: Mayor Mike Norris & Council Member Ty Miller
City of Beverly Beach: Vice Mayor Jeff Schuitema
Deputy Clerk Stephanie Tolson

Absent: Town of Marineland Mayor Douglas Dew

ITEM 1 - CALL TO ORDER

Chair Dance called the meeting to order at 5:30 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair Dance led the Pledge to the Flag and requested a moment of silence.

ITEM 3 – PURPOSE: TO DISCUSS ISSUES IMPACTING OUR COMMUNITIES TO CONTINUE WITH A COLLECTIVE APPROACH FOR ADDRESSING THE CHALLENGES WE WILL FACE IN THE FUTURE, INCLUDING SPECIFIC ITEMS FROM:

Chair Dance asked for roll call.

A – Flagler Beach Lifeguards

Chair Dance gave a presentation.
(Presentation on file with the Clerk's office.)

Commissioner Cooley stated the legislative change is favorable and a good use of money. Stated a lot of the tourists that come tend to flock towards the guarded areas. Added tourists and non-residents of Flagler Beach are most of the ones getting pulled out of the water. Stated one of the questions that Flagler Beach had is, is a guarded beach desirable for the County. Stated the budget for that program is a little below $400,000.

Commissioner Belhumeur stated when the contribution from the County towards the lifeguard program was going to go away and they were scrambling one how they were going to contend with that.

Chair Dance stated what he would like to see is some type of ongoing agreement so that it doesn't become a budget battle issue. Stated they've baked it into their budget for this year. Added the news of the total budget of the program costing $400,000 was new information today so maybe we have to take a look at those costs to find out how those are split up.

(Item 3a continued)

Commissioner Cooley stated one of the things that started the multi-municipality meetings was the topic of carrying capacity of Flagler Beach and all the beachgoers to begin with. Stated part of that was the lifeguard program or the guarded area. Stated with the large increase in population that we've had, a discussion about a larger lifeguard program was desired and potential guarded program at other locations to help reduce the load in that one specific area.

Chair Dance stated the BOCC didn't come to an agreement on putting more lifeguards but can discuss that.

Commissioner Cooley stated it's more of a strategic initiative.

Commissioner Pennington stated since it requires two-thirds of a vote from our board to determine whether we do use TDT funds, asked if we are just trying to get a consensus here that we take it back to the board to propose that we use TDT.

Chair Dance stated since there's only two of us here, we just bring it back for discussion.

Commissioner Pennington stated we could also ask the board if they have an appetite to expand and see if that alleviates any issues down in Flagler Beach.

Commissioner Cooley stated they also wanted to see where the County and other municipalities stand on guarded beaches and the value to the citizens. Stated when the press started reporting support the guarded beaches and was potentially in jeopardy, that started a discussion if the County finds value in this program.

Chair Dance stated outside of the budget, we need to have that discussion as we close out this budget cycle and start working on the next.

Commissioner Cooley stated he though there was an ILA with the program.

County Administrator Petito stated there is and it was updated a few years ago to include a cost of living.

Commissioner Cooley asked if there would need to be something different.

Chair Dance answered we'd need to look at the agreement.

Mayor Robinson stated her thought is safety is paramount. Stated if she were to go to the beach, it would be somewhere where there's a lifeguard.

(Item 3a continued)

Chair Dance stated he thinks families would agree to that point and want to make sure that we're receptive and open to everybody.

Council Member Miller stated he would want to consider what the actual real numbers are to see where people are going. Stated he would like to see what the numbers look like for accidents or drownings and where we should be targeting. Added if it's x amount of people visiting other beaches, how many in comparison to Flagler Beach because he doesn't want to focus on areas that don't have a problem.

Chair Dance recapped the takeaways which includes reviewing the ILA, incorporating TDC funds into the funding allocation, relooking at the visitors versus local usage of the beaches and potential expansion to other public access points to try and ease the burden on central Flagler Beach.

Commissioner Pennington asked if the interlocal has a clause about cancellation.

County Administrator Petito answered it does. Stated when it was amended in 2020, it allowed for a three-year commitment and then after that three-year commitment, it would automatically renew unless we gave notice.

Chair Dance opened public comment.

There was none.

Chair Dance closed public comment.

B – Unified Front for Legislative Appropriations

Chair Dance stated important dates are September 19th from 3-5 pm is a legislative delegation meeting. Stated as we've met with Representative Greco and Senator Leek, the theme is infrastructure and storm resiliency. Asked County Administrator Petito is there was anything else that needed to be touched on this item.

County Administrator Petito answered for us, it was just to make them aware of the deadlines but does believe that one of the cities or towns asked for this to be on the agenda.

Chair Dance stated typically all the municipalities submit their items, and the county puts it together in a unified program. Reminded everybody to get their items to Ms. Albanese by September 5th so we can compile all of it together in the packet.

Commissioner Cooley asked if while speaking to our representatives, did they give any type of indication if they're looking for expansion of infrastructure or replacement of aged infrastructure. **(Item 3b continued)**

Chair Dance answered he would think both.

Commissioner Pennington stated when she met with Representative Greco, he was more specific to roads it seemed. Added specifically hurricane routes and keeping the project at $5 million or less, having some sort of match whether it be money or land.

Chair Dance stated they split up the visits with Representative Greco and Senator Leek. Added if we're going to get something through, it will probably go through as a Senate appropriation, not through the House.

Council Member Miller stated he went to the Florida League of Cities annual conference, and the lobbyists there expressed the same thing.

Commissioner Belhumeur stated he's wondering if there's any strength in numbers if we all ask for similar things and his thought along the lines of wastewater treatment is we all have to get out of the intercoastal sometime relatively soon. Stated we're all growing, and our wastewater treatment plants are an issue. Stated he knows Palm Coast is struggling trying to increase their capacity and Bunnell's going to have to do something in the future with what they just passed. Added we all have to figure out a way to increase our capacity and get out of dumping water into the intercoastal.

Chair Dance stated he was happy to see Palm Coast get the money last year because that was definitely needed and if there is anything the County can do to help, we will.

Commissioner Belhumeur asked how things went for Palm Coast in reference to wastewater treatment having spoken to the senator and congressman.

Council Member Miller answered with Congressman Fine, the conversation was a recognition of the problems. Stated there was a little bit of separation of responsibilities between federal, state, and local in terms of him saying that he views these as local issues. Stated he did say that he would do whatever he could to help.

Commissioner Pennington stated one of the key things that they recommended is if it's a local project, state sees that needed to be funded locally but tie it to a state initiative.

Council Member Miller stated during the last legislative session we all went and spoke with the EPA as well about their grant programs. Stated two years ago a lot of our asks made it through appropriation and then vetoed by the governor and pointed to the grant programs. Stated a lot of criteria filtered us out automatically. Stated they mentioned that specifically there's similarly discharge-related reducing grants that we should target in terms of that.

(Item 3b continued)

Chair Dance clarified that focusing on the discharge and trying to solve that is what they're trying to fix through expansion.

Commissioner Belhumeur stated one of their big problems is saltwater intrusion into the sewer lines and we can't create reused water as long as it's extremely salty. Stated they are having to do a lot of infrastructure upgrades and repairs on our lift stations and pump stations to try to find where this water is getting in.

Chair Dance opened public comment.

David Eckert, Flagler County resident shared he thinks they should focus on two or three different statutes for areas of critical state concern.

Chair Dance asked if the regional council is scheduled for September 15th to do their presentation.

County Administrator Petito answered she can't recall the date.

Chair Dance stated they will clarify but through their compound flooding study, it's that type of third-party analysis that helps us in these grants. Asked if Palm Coast got a presentation from the regional council on the compound flooding.

Council Member Miller answered yes. Added in terms of policy asks, City of Palm Coast has settled on three policy asks. Stated two of them are related to local land use with SB 180 and 784. Stated the other is dispatchers and their potential status as first responders because it changes some of the things in terms of their benefits. Stated since it would potentially affect the County, maybe we should have that conversation as well and what your thoughts on that are.

Chair Dance stated we haven't had that conversation yet as a group.

County Administrator Petito stated she knows it had gone through legislature in the past and it failed. Stated she imagines will be probably come back through and some of those different things that they supply are more of the special risk that they provide the police and fire when you look at retirement.

Council Member Miller stated while in Tallahassee he talked to Representative Alvarez and he authored one of those that failed so he pointed Representative Greco in his direction to figure out what were the barriers to that and what may need to change with the ask in terms of the way that's written to gain more support.

Chair Dance stated we have one more meeting on policy and legislative priorities before the deadline. Asked Commissioner Pennington if that should be something to bring up.
(Item 3b continued)

Commissioner Pennington indicated yes.

Chair Dance stated their three policies cover SB 180, beach easements, and for more counties to qualify for the sixth penny for a tourist development tax.

County Administrator Petito stated the September 15th one o'clock workshop is when the Northeast Florida Regional Council will be here again. Stated the transition of dispatch is coming over to the County.

Chair Dance closed public comment.

C – City of Flagler Beach, City of Palm Coast, City of Bunnell, Town of Beverly Beach, Town of Marineland and Flagler Couty – Beach Nourishment Follow-Up

County Administrator Petito gave a presentation.
(Presentation on file with the Clerk's office.)

Chair Dance stated a big takeaway from today is going to be how do we fill the remaining larger gap without the super majority from the county commission. Stated if there's discussion on the appetite for the half cent as a referendum, it changes the focus from the commission being in charge of voting and becomes a community wide ballot initiative.

Council Member Miller stated when we had this discussion before, we brought it back to our board and can't remember if we had all five at that point yet, but himself and the mayor had talked about being in support of it from the beginning. Stated he believed the County would have support from City of Palm Coast in favor of a referendum.

Mayor Norris stated if you want to try it on a referendum then that's completely up to the board.

Chair Dance shared the referendum process.

Mayor Norris stated he thinks people will be opposed to any tax increase and they're looking for accountability and safeguards that they money is going to be designated and used for that specifically. Stated he's expressed his thoughts on the half cent because necessities aren't taxed and it's going to save the beaches. Stated he will help out as much as possible when it comes to trying to promote it but thinks the citizens want very tight accountability and their money going where it's going to go.

Mayor Robinson stated they have two new members and if we're going to talk referendum then she will need to go back and talk with her board about that.

(Item 3c continued)

Chair Dance stated if they need to come do a presentation to let them know.

Commissioner Atkinson stated a presentation will be beneficial for him being one of the new members.

Commissioner Pennington stated the BOCC has not come to a consensus yet on a referendum so that needs to be dealt with. Stated the bigger part of this discussion comes back to referendum or if we pass it, are you going to commit to the percentage of funds needed from your share to the ongoing project. Stated some will also have new boards and we're going to be right back at square one if you're new people don't want to contribute 80% or whatever the numbers come to be. Asked if this can be done without new boards undoing it. Stated some municipalities don't have a beach so how does that work. Asked if the referendum is under infrastructure and if so then they could say this new referendum is not about a beach, it says infrastructure, so they choose to keep the entire share to get infrastructure complete.

Chair Dance stated that goes back to the interlocal agreements and they would have to be approved in advance of the date of the referendum vote.

Mayor Robinson stated Commissioner Pennington points are well taken and doesn't know if she should go back and talk to her board about this if it truly hasn't been decided yet.

Chair Dance stated one of the reasons we get this committee together is to share ideas. Stated in the past when the commission has voted to do something it's been without the input of our other governments affected and we get immediate pushback. Added we've switched that strategy to open up discussion on items.

Council Member Miller stated there are three members of their board not here so they will bring it up for discussion to make sure nothings changed and since Council Member Sullivan was not part of that session before, we'll get his input as well. Stated they'll have the discussion on the assumption that legally we can work it out.

Chair Dance stated the news will leave today with the referendum coming to the ballot even though it hasn't been decided yet. Stated he appreciates everyone's forward discussion because it will help when coming back to the commission.

Commissioner Cooley stated by consensus they support the referendum. Stated they supported the initial plan that was proposed. Stated there is also a lot of misinformation and it gets pretty volatile, and it has unintended consequences. Stated a lot of citizens only understand it as "beach tax" for lack of a better term. Stated they don't understand that in municipalities, there's only a quarter of the money that goes to the beach and the rest of it is a huge advantage and a needed money injection into the budget.

(Item 3c continued)

Commissioner Belhumeur agreed with Commissioner Cooley.

Vice Mayor Schuitema stated the program that County Administrator Petito worked on and come to our commission meeting and presented, we were 100% buy-in. Stated they support the County. Stated who knows what's going to happen with a referendum.

Commissioner Cooley stated the referendum will be fully supported but it would be undesirable. Stated if that's the way it needs to happen then that's the way it will happen and the sales tax advantage by the taxpayers is a controllable expense. Stated our citizens can decide how much they want to pay into that or not versus other options of MSBU's, MSTU's or even mill investments. Stated those are not controllable expenses and if not the sales tax, then you're getting into the non-controllable expenses.

Commissioner Pennington stated when talking about misinformation out there, it's not just the new half-cent sales tax that will fund this plan. Stated it will be existing half-cent sales tax, TDC funds, dedicated millage which comes from all ad valorem, and an MSBU on the unincorporated. Stated then the FDEP on the seawalls. Stated we say they could choose whether they buy something or not, but they're paying regardless.

Council Member Miller stated the first part of the conversation is does this have to happen and do we need to do this. Stated if that is agreed upon, then it's how do we pay for it and all the different avenues of it. Stated the half-cent is the lion share of it and doesn't think it's even possible without the half-cent because of how those MSBU's work out in terms of allocation or even more from millage or whatever the case may be to make up those funds unless we somehow find recurring commitment from federal or state which is unlikely.

Commissioner Pennington stated when we talk about fairness, how do you say Flagler Beach isn't going to pay an MSBU but your unincorporated are, but you're all getting the same benefit. Stated it's a mucky project that you'll never be able to be completely fair on how the funding comes. Stated we as a county commission have to get comfortable with that though and everyone else does too. Stated unfortunately, we're just a county who doesn't have the funding like other coastal counties who have the option of a lot of tourism taxes, and they have MSBU's.

Chair Dance stated there was a point made on the additional MSBUs through the barrier island and that has always been part of the overall funding plan. Stated we added this only to be able to let you know that we from the county side are here to help with the other municipalities on the barrier island to work through this process before the end of December so that you have the ability for the following year to be able to apply an MSBU through your municipality through your area. Stated it's always been part of the plan, but now we're trying to do the implementation.

Vice Mayor Schuitema asked if anyone knows the schedule here for beach re-nourishment. Asked if we're going to dredge from Vark Park south.

(Item 3c continued)

Ansley Wren-Key, Coastal Engineering Administrator gave a brief overview of Reach 2 and the timeline.

Chair Dance asked Ms. Wren-Key to explain the work that's going on and how it will be expanded based on today's news.

Ms. Wren-Key shared about the dune restoration project.

Commissioner Cooley asked Commissioner Pennington for clarification on the MSBU.

Commissioner Pennington stated she was referring to the MSBU for the north 10 only.

Vice Mayor Schuitema stated the MSBU was part of what was originally proposed.

County Administrator Petito stated it's morphed because we've had the presentation so many times. Stated going back to the beginning, everybody in the County regardless was paying something and then it got shrunk back. Stated where we left off in May is what was provided in the packet today.

Commissioner Cooley clarified that when the City of Flagler Beach had our consensus for support of the referendum or just the sales tax initiative, part of that was for the original proposal which included the MSBU of 160.

Chair Dance stated at this point we've talked about half-cent potential referendum that will come back to the BOCC for further discussion and on the MSBU's for within the cities and towns. Stated we are available to help further discuss that moving forward over the next few months before the end of the year.

Chair Dance opened public comment.

Mayor Emmett asked if the half-cent sales tax is dedicated specifically for beach re-nourishment.

Chair Dance stated half goes to the beach, yes.

Mayor Emmett stated everyone gets a piece of the pie and he cannot understand the distribution going to the other municipalities. Stated nobody offered him anything for his town.

Chair Dance stated the advantage of the referendum is that it's spelled out in the referendum and you have to hold fast and true to what the referendum states.
(Item 3c continued)

Mayor Emmett stated why doesn't the half-cent sales tax absolutely dedicate itself to the beach re-nourishment, period.

Chair Dance stated it was a work in progress to get to that point to where we had a workable solution. Stated he understands Mayor Emmett's point.

David Eckert, Flagler County resident shared there's more energy on the dais today than he's ever seen to make something work.

Richard Hamilton, Island Estates resident asked for clarification that the numbers are already expected within these plans, and they are not new numbers. Asked if there is still time for some of the commission to change their mind and pass the half-cent rather than go for a referendum. Asked for clarifications about the half-cent sales taxes that current exist.

Chair Dance clarified that Congressman Fines announcement was releasing money we already had in the pipeline.

County Administrator Petito stated that's correct. Continued to say we only have a half penny, and the school board has a half penny. Stated when we authorized ours by ordinance, it did not go out for a referendum.

Chair Dance closed public comment.

D – Other items for discussion as needed

Chair Dance asked if anyone had any topics for next meeting. Stated beach will most likely continue and probably lifeguards as well.

Commissioner Cooley stated they will go back to their board and relay any topics to the County Administrator for next time.

ITEM 4 – PUBLIC COMMENT

Chair Dance opened public comment after each item.

ITEM 5 – SELECT DATE FOR NEXT JOINT MEETING

Chair Dance stated a few next available dates for the members on the dais to consider.

Commissioner Belhumeur asked the dates to be sent to their clerks.

(Item 5 continued)

Mayor Norris stated they have February 4th marked on their calendar for a joint county meeting.

Chair Dance stated we will pencil in February 4th and then get that out to everybody.

ITEM 6 – ADJOURNMENT

The meeting was adjourned by consensus at 7:09 p.m.

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Staff Report

City Commission Regular Meeting

January 22, 2026

To:	City Commission
From:	
Meeting Date:	January 22, 2026
Item Name:	Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:
None